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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शनिवार, 25 अक्टूबर, 2025 / 03 कार्तिक, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 001, the 8th October, 2025

No. LEP-E/1/2024.—In exercise of the powers vested under section 17(1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to order the publication of awards

of the following cases announced by the **Presiding Judge, Labour Court-cum-Industrial Tribunal, Dharamshala, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* “e-Gazette”:—

Sl. No.	Ref./ No.	Petitioner	Respondent	Date of Award/Order
1.	106/21	Pushap Raj	Gurbaksh Singh & others	15.07.2025
2.	437/16	Neem Dei	E.E. HPPWD, Killar	26.07.2025
3.	43/18	Raj Pal	D.F.O. Bilaspur	28.07.2025
4.	484/16	Jagdish	E.E. HPPWD Killar	28.07.2025
5.	28/15	Rajesh Kumar	E.E. HPPWD, Joginder Nagar	28.07.2025
6.	902/16	Ved Bias	Principal Govt. College Chamba	28.07.2025
7.	22/20	Amit Kumar	G.P. J.N.M, College & Hospital Chamba	28.07.2025
8.	24/20	Narender Singh	-do-	28.07.2025
9.	50/23	Sheela Devi	E.E. I&PH Dalhousie	28.07.2025

By order,
Sd/-
(PRIYANKA BASU INGTY, IAS),
Secretary (Lab. Emp. & O.P.).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 106/2021

Date of Institution : 16.9.2021

Date of Decision : 15.07.2025

Shri Pushap Raj s/o Shri Basant Ram, r/o Village Tung Batahalri, P.O. Bahanu, Tehsil Baldwara, District Mandi, H.P. *..Petitioner.*

Versus

1. Shri Gurbaksh Singh, Government Contractor and Supplier, r/o VPO Jari, Tehsil Bhunter, District Kullu, H.P. (Contractor).

2. The General Manager, M/s Everest Power Private Limited, Village Dunkhara, P.O. Jari, Tehsil Bhunter, District Kullu, H.P.

3. The Managing Director, M/s Balaji Operation & Maintenance Services Private Limited, VPO Jari, Tehsil Bhunter, District Kullu, H.P. (Principal Employer) *..Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For Respondent No. 1 & 3 : Sh. Rohit Dutta, Ld. Adv.

For Respondent No. 2 : Already *ex parte***AWARD**

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner:—

“Whether the termination of services of Shri Pushap Raj s/o Shri Basant Ram, r/o Village Tung Batahalri, P.O. Bahanu, Tehsil Baldwara, District Mandi, H.P. *w.e.f.* 01-07-2018 by (i) Shri Gurbaksh Singh, Government Contractor and Supplier, r/o V.P.O. Jari, Tehsil Bhunter, District Kullu, H.P. (Contractor), (ii) The General Manager, M/S Everest Power Private Limited, Village Dunkhara, P.O. Jari, Tehsil Bhunter, District Kullu, H.P., (iii) The Managing Director, m/s Balaji Operation & Maintenance Services Private Limited, V.P.O. Jari, Tehsil Bhunter, District Kullu, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers/management?”

2. The brief facts as stated in the claim petition are that respondent no. 2 M/s Everest Power Pvt. Ltd. Malan-II Power House, Dunkhara, P.O. Jari, Tehsil Bhunter, District Kullu had installed a 100 MW power house at Jari having generating the electricity with the hydro system and private limited company incorporated under the Company Act, 1956/2013 was a employer of the petitioner. Respondent no. 2 has engaged respondent no. 3 M/s Balaji Operation & Maintenance Services Pvt. Ltd., V.P.O. Jari, Tehsil Bhunter, District Kullu, H.P. for their operation of power house as per agreement for the purpose of operation and maintenance service. Respondent no. 3 M/s Balaji Operation & Maintenance Services Pvt. Ltd. had engaged contractor respondent no. 1 Shri Gurbaksh Singh Government Contractor and Supplier for supply of labour in various sections of power house in different posts. It is submitted that the petitioner was appointed by respondents no. 2 and 3 in the roll of respondent no. 1 as Turbine Operator-cum-Electrician *w.e.f.* 6.1.2012 in Malana-II Power House at Jari and he continued to work under the control and supervision of respondent no. 3 and no appointment letter was issued to him. He was directed to report under respondent no.1 at the time of his joining in the capacity of Turbine Operator. His salary was fixed by respondent no. 3 at Rs. 4500/- per month. In the year 2017, he was getting Rs. 6810+HRA Rs. 200+Special Allowance Rs.400+ Replenish Allowance Rs. 600+Medical Allowance Rs. 50 and Adhoc Allowance Rs. 268 per month totalling Rs. 8328/- and it was revised from time to time. The petitioner had worked in Malana-II Power House, Jari under control and supervision of respondent no. 3 in turbine power house and as such his service could not be engaged on contract basis. The petitioner was working as permanent employee of respondent no.3 on the rolls of respondent no. 1. Without settling the terms and conditions on contract basis the respondents no.1 and 3 cannot say that petitioner was appointed on contract basis under the Contract Labour (Regulation & Abolition) Act, 1970 because this act is not applicable to the work of turbine operator which was permanent in nature. The work and conduct of petitioner during his services at Malana-II was fully satisfactory and upto the mark. He had not given any chance to respondents no. 1 and 3 with regard to any alleged misconduct nor received any show cause notice from them. He worked as turbine operator *w.e.f.* 6.1.2012 to 30.6.2018 and had completed 240 days of work in each calendar year as well as last 12 months preceding from the date of his termination. On 30.6.2018 the respondent no. 3 had directed verbal order to respondent no. 1 to terminate the services of the petitioner as well as other workers working along-with petitioner in power house Malana-II, Jari under the supervision of respondent no. 3. The termination was unlawful as the petitioner was not given show cause notice by respondents 1 and 3 regarding termination and mandatory compliance of Section 25-F (a) and

(b) of the Industrial Disputes Act, 1947 neither any intimation was given to appropriate government. It is however alleged that at the time of termination of the services of petitioner along-with Thakur Dass, Bhupinder Sharma, Vinod Kumar, Roshan Lal, Govind Arya, Rakesh Kumar, Naresh Pal, Dharmendar Kumar and Sanjay Kumar were also terminated but the services of Vinod Kumar and Roshan Lal were re-appointed by M/s Everest Power Private Ltd. in the roll of the company without giving an opportunity to the petitioner. The above persons who are junior to the petitioner are still working with respondent no. 2. Thus respondents no. 1 and 3 violated the principle of 'last come first go' and also Section 25-H of the Industrial Disputes Act. It is also asserted that charge sheet was never served upon the petitioner and no inquiry with regard to any alleged misconduct was carried out. The petitioner alleges that respondents no. 1 and 3 adopted unfair labour practice within the meaning of Section 2(ra) along-with Schedule V of Industrial Disputes Act while terminating the services of the petitioner in unjustified, arbitrary and unconstitutional manner. The petitioner has prayed that illegal termination *w.e.f.* 1.7.2018 may be set aside and respondents be directed to reinstate the services of petitioner with full back wages, seniority, continuity in service and all other consequential benefits.

3. Reply to the claim petition filed on behalf of respondents no. 1 and 3 while respondent no. 2 was proceeded *ex parte*. Respondents raised preliminary objections qua maintainability. It is asserted that petitioner had received an amount of Rs. 67087/- as full and final settlement to his claim from respondent no. 1 and nothing is due toward the petitioner. On merits, it is admitted that petitioner was appointed on the roll of respondent no. 1 and was working under control and supervision of respondent no. 3. It is however denied that petitioner was appointed by respondents no. 2 and 3 as turbine operator-cum-electrician on 6.1.2012 in Malana-II, Power House. It is also denied that he was getting Rs. 8328/- inclusive of all the allowances in the year 2017. Respondents assert that petitioner was engaged as shift operator and till the completion of work petitioner used to work on the same post subject to partial breaks in service. Respondents have denied that petitioner was working as permanent employee of respondent no. 3 on the roll of respondent no. 1. It is also denied by respondents that the work and conduct of the petitioner was satisfactory and upto the mark. It is mentioned that the act and conduct of petitioner was not upto the mark as on two different accounts he was found sleeping during working hours. The petitioner on dated 2.3.2016 was engaged in power house in duty of monitoring the parameters of the machine was found sleeping during duty hours by shift incharge. The complaint of the same was made by respondent no. 2 to respondent no. 3 through email dated 18.3.2016 taking serious note of the same and petitioner repeated the same act and misconduct for second time regarding which intimation was sent through email dated 19.3.2016. The petitioner however prior to issuance of show cause notice tendered intentional apology and admitted his misconduct with the shift engineer and undertook to not to repeat in future. Respondents have denied that petitioner continuously worked as turbine operator *w.e.f.* 6.1.2012 to 30.6.2018 and completed more than 240 days of work in each and every calendar year. According to respondents there were partial breaks in the services of petitioner and he was not paid for the period he was not on duty. The petitioner after completion of the work out of his own sweet will without any pressure from any corner received his dues/service benefits amounting to Rs. 67087/- as full and final settlement of claim and did not raise any objection at the time of receiving the amount. Claim was however filed by the petitioner with intention to harass to the respondents by giving false stories. It is also submitted that Thakur Dass and Bhupinder Sharma were the fitters and operators and they were appointed after screening of documents and taking their personal interviews. The petitioner had also appeared in personal interview but unfortunately he could not match to the expectations of respondent no. 3 hence he was not appointed. The petitioner was also offered by respondent no. 2 to work as JE in its another establishment situated at Sainj, District Kullu but he did not show any kind of interest and did not avail the opportunity. Thus according to respondents it cannot be said that petitioner was not provided chance or opportunity on the rolls of respondents. In-fact the petitioner like other was treated and given chance or opportunity but the petitioner could not avail the same. Respondents

have also denied that they committed unfair labour practices within the provisions of the Industrial Disputes Act, 1947. However petitioner received the final settlement amount from respondent no. 1 without any protest and hence his termination could not be considered as illegal.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the termination of services of the petitioner by the respondents *w.e.f.* 01.07.2018 is/are illegal and unjustified, as alleged? *..OPP.*
2. If issue no. 1 is proved in affirmative, to what service benefits the petitioner is entitled to? *..OPR.*
3. Whether the claim petition is not maintainable, as alleged? *..OPR.*
4. Whether the petitioner is estopped to file the present case by his act, conduct and acquiescence, as alleged? *..OPRs 1 & 3.*
5. Whether the petitioner has no locus standi and cause of action to file the present case, as alleged? *..OPRs 1 & 3.*
6. Whether the petitioner has not come to the court with clean hands and has suppressed the material facts, as alleged. If so, its effect? *..OPR.*
7. Relief.

6. The petitioner in order to prove his case has produced on record his affidavit PW1.

7. Respondent on the other hand has examined Shri Rajesh Kumar, Manager of Gurbaksh Singh, Government Contractor as RW1 by way of affidavit Ext. RW1/A. He also produced on record documents Mark-A to Mark-B and authority letter dated 17.11.2021 Ext. RW1/B. Respondents have also examined Shri Ravi Kant, Constable/Dealing Hand, Police Post Jari, Police Station Kullu as RW2 who has stated on oath that as per record and Rapat no.10 dated 6.7.2022 Ext. RW2/A. There was damage in Malana-II project due to flooding, similar rapat no. 22 dated 28.8.2024 Ext. RW2/B there was wide spread damages due to excess rain in Malana-II Electricity Project which destroyed the records of office and vehicles. RW3 Shri Manoj Kumar, Dy. Manager, HR&A, Malana-II, HEP, District Kullu has produced his affidavit Ext. RW3/A and the following documents *i.e.* authority letter dated 17.11.2021 Ext. RW3/B, copy of intimation letter dated 3.8.2024 Ext. RW3/C, copy of letter to PP Jari dated 3.8.2024 Ext. RW3/D, copy of letter to SHO Kullu dated 3.8.2024 Ext. RW3/E, copy of letter dated 21.8.2024 Ext. RW3/F, copy of letter dated 27.8.2024 Ext. RW3/G, copy of letter dated 28.8.2024 Ext. RW3/H, copy of letter dated 28.8.2024 to Labour Officer Kullu Ext. RW3/J, copy of rapat dated 5.8.2024 Ext. RW3/K, copy of patwari report dated 19.9.2024 Ext. RW3/L, photographs Ext. RW3/M & N, copy of email dated 18.3.2016 Ext. RW3/O, copy of email dated 19.3.2016 Ext. RW3/P, copy of letter dated 31.5.2018 Ext. RW3/Q, copy of email dated 31.7.2019 Ext. RW3/R, copy of reply to demand notice dated 20.9.2019 Ext. RW3/S, copy of full and final Mark RX1, copy of letter dated 30.6.018 Mark RX2, copy of demand draft Mark RX3, copy of letter dated 25.7.2022 Mark RX4, copy of license dated 2.11.2012 Mark RX5, copy of renewal of license Mark-RX6, copy of registration certificate dated 20.9.2012 Mark RX and copy of application form 1 Mark RX8.

8. I have heard the learned Counsel for parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : No

Issue No. 2 : Decided accordingly.

Issue No. 3 : Yes

Issue No. 4 : Yes

Issue No. 5 : Yes

Issue No. 6 : Yes

Relief. : Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. The petitioner has alleged that he was appointed as a turbine operator-cum-electrician *w.e.f.* January, 2012 in Malana-II Power House by respondents no. 2 and 3 but his name was entered in the rolls of respondent no. 1. Petitioner alleges that he was permanent employee and post of turbine operator-cum-electrician was a permanent post. Thus his appointment through the outsource agency was unfair labour practice and violation of Section 10 (2) of the Contract Labour (Regulation & Abolition) Act, 1970. Since January, 2012 till 30.6.2018 he performed his services to the entire satisfaction of respondents no. 2 and 3. According to petitioner his termination without notice, without compliance of provisions of the Industrial Disputes Act, 1947 was illegal. He also alleges that he completed 240 days of service in each calendar year of his employment.

11. The respondent no. 1 through RW1 Shri Rajesh Kumar has proved on record their license No. LO/KZ/CLA/523/2012 dated 28.5.2012 and maintenance licence issued by Labour Officer, Kullu, H.P. He deposed that as per agreement between respondent no. 3 and respondent no. 1 it was duty of the respondent no. 1 to supply employees/labour like cook, helper etc. to the respondent no. 3. The said agreement was extended between them from time to time. He also deposed that the petitioner after completion of the work received an amount of Rs. 67087/- as full and final payment of settlement of claim from respondent no. 1, the contractor and now nothing was due towards the petitioner. He has further stated that respondent no. 2 had offered another job to the petitioner which he declined. The conduct of the petitioner during his job was not upto the mark. There were complaints of misbehaviour and misconduct during working hour. He deposed that petitioner was appointed as turbine operator but was not permanent employee. He was working on the same post subject to partial breaks as well as rolls of respondent no. 3.

12. Shri Manoj Kumar, Dy. Manager, HR & A, Malana-II, HEP, District Kullu, H.P. has appeared on behalf of respondent no. 3. He also stated that a contract was entered between respondents no. 1 and 3 it was duty of respondent no. 1 to supply labour required to deponent. He deposed that the petitioner had received full and final payment of Rs. 67087/-. He has mentioned

that act and conduct of the petitioner during service was not upto the mark and he (petitioner) tendered apology letter. The petitioner was found sleeping on duty and was caught red handed by shift incharge. The petitioner at the time of full and final settlement did not raise any objection and happily received the amount. A prior notice dated 31.5.2018 was issued to respondent no. 1 by respondent no. 3 with regard to termination of contract entered between them. It was also mentioned that the contract will not be renewed. Thakur Dass and Bhupinder Sharma were fitters and operators and they were re-appointed after screening of document taking their personal interviews. The petitioner had also appeared in personal interview but unfortunately he could not match to the expectations of respondent no. 2 hence he could not re-appointed.

13. The cross-examination of the petitioner is material in this case. He denied that he was engaged by respondent no. 1 for contract work awarded by respondent no. 3 but he admitted that respondent no. 1 was contractor and he used to supply labour to respondents no. 2 and 3. Petitioner has emphasized that he used to supply labour electrician, turbine operators etc. as well. Petitioner has himself deposed in his affidavit that he was on the roll of respondent no.1 and in his cross-examination he admits that he was engaged as shift operator on casual basis. Thus the contention of the petitioner that he was a permanent employee does not find support even from his own statement.

14. Learned counsel for the petitioner has vehemently argued that the work of turbine operator was necessary function for the production of electricity and it was not a casual nature of work. It is asserted that work of petitioner was perennial in nature and he also performed regular work. The employment of petitioner on temporary basis or by giving intentional breaks was an unfair labour practice. He also alleges the violation of Section 10 Clause 2 of Contract Labour (Regulation & Abolition) Act, 1970.

15. It is however pertinent to mention that respondent no. 3 Shri Manoj Kumar has stated in his cross-examination that petitioner was working as a shift operator. He denied that the work of shift operator is permanent in nature. The respondents in their affidavit as well as reply have admitted that petitioner was working as turbine operator-cum-electrician. While alleging the violation of the provisions of Contract Labour (Regulation & Abolition) Act, 1970 the petitioner has not produced on record any notification of the appropriate government vide which the government had prohibited the employment on contract labour in the hydro electric power project under Section 10 Clause (1) of the Contract Labour (Regulation & Abolition) Act, 1970. The allegation of unfair labour practices have been made but the reference of this case is not in respect of any intentional breaks of the service of the petitioner but with regard to his alleged illegal termination only.

16. Learned Counsel for petitioner has also alleged that respondent no.2 was the principle employer of the petitioner and the alleged contract of labour between respondent no.1 and 3 was merely camouflage. He also emphasized that no agreement of employer or any agreement between respondent regarding deployment of labour and work done is produced on record.

17. The petitioner has however very candidly mentioned in his affidavit that he was on the roll of respondent no. 1. No appointment letter is produced on record by the petitioner. It is pertinent to mention here that while alleging employer employee relationship with respondents no. 2 and 3 the initial onus was on the petitioner to establish the same. Petitioner has not produced any record of any payment made to him directly by respondents no. 2 and 3. Respondent no. 3 stated that the work of petitioner was controlled and supervised by respondents no. 2 and 3 through their engineers but he denied that petitioner was terminated on the directions of respondent no. 3. Except the supervision of respondent no. 3 on duty there was no parameters to prove that the contract of supplying labour between respondents no. 1 and 3 was merely camouflage and that the petitioner

was in-fact an employee of respondent no. 2 or respondent no. 3. RW 3 Shri Manoj Kumar appearing on behalf of respondent no. 3 has stated that respondent no. 3 issued one notice to respondent no. 1 regarding the contract coming to an end and also informing that the same could not be renewed. With regard to the alleged conduct of the petitioner on duty the petitioner has himself admitted that he had tendered apology to the respondents.

18. The contract/agreement between respondent no. 2 and respondent no. 1 has however not been produced before this court. In this regard respondents have examined the witnesses from the concerned police station who have proved rapat Ext. RW2/A dated 6.7.2022 and rapat no. 22 dated 28.8.2024. These documents which have been prepared after a genuine information from the office of respondents regarding damaging and flooding of their office due to excessive rain carry presumption of truth. Thus it is established that due to excessive rain at Malana-II was flooded and record as well as vehicles of the office premises were destroyed. Contrary to what has been argued by learned counsel for the petitioner it was not possible to prepare the check list of documents which already been lost.

19. In the light of proof of destruction of record it is pertinent to mention here that petitioner had not denied and feigned ignorance to the suggestion that respondents no. 2 and 3 had entered into contract of supply of labour and before expiry of term of agreement notice was issued by respondent no. 3 to respondent no. 1. Letter Mark A1 was issued by respondent no. 1 to Labour Inspector also mentions that full and final dues of the petitioner have been made by the respondent. The email Ext. RW3/Q sent by respondent no. 3 to respondent no. 1 also mentions that last day of the contract would be 30.6.2018. Similarly Ext. RW3/S reply to demand notice dated 20.9.2019 also mentioned the above facts asserted by respondents. Mark RX1 is the full and final payment of net payable amount of Rs. 67087/- to the petitioner pursuant to his disengagement. The petitioner admitted that after expiry period of agreement the respondent no. 1 had made full and final payment of Rs. 67087/-. In view of this statement made by petitioner in his cross-examination and also attending evidence produced by respondents it was not essential to produce the original agreement between respondent no. 1 and respondent no. 3 and balance of probabilities points towards the existence of agreement between them and termination of petitioner pursuant to the expiry of such agreement. The petitioner has denied receiving the amount of Rs.67087/- but he has mentioned that it was deposited in his account. He has however admitted that no protest was ever made with regard to such deposition by respondent in his account.

20. A careful perusal of the evidence led by the parties before this court shows that considering the point for determination with regard to legality of termination of services of the petitioner by the respondents it was not material to determine whether the agreement between the respondents was camouflage. The admissions made by petitioner show that he had received an amount in accordance with the provisions of Section 25-F of the Industrial Disputes Act. The details of the amount are mentioned in document Mark-RX1 and it is admitted by petitioner that a sum of Rs. 67087/- has been deposited in the account of petitioner. Petitioner has not contended that amount which has been deposited in his account was in sufficient corresponding to the amount due within the provisions of Section 25-F of the Industrial Disputes Act. Hence the termination of the services of petitioner by the respondents *w.e.f.* 1.7.2018 was not illegal and violative of the provisions of the Industrial Disputes Act. Hence issue no. 1 is accordingly decided in the favour of the respondents.

Issue No. 2

21. It has been proved that the services of petitioner were terminated after due compliance of the mandatory provisions of Section 25-F of the Industrial Disputes Act. The point for reference was not with regard to violation of provisions of Sections 25-G and 25-H of the Industrial Disputes

Act. Hence petitioner is not entitled any relief as claimed by him. Hence this issue is decided accordingly.

Issues No. 3 to 6

22. The onus of proving these issues was on the respondents. The evidence produced by respondents as well as admissions made by the petitioner shows that petitioner's services have been terminated on the completion of contract period between respondent no. 1 and respondent no. 3 after one month notice and payment of full and final dues of the petitioner in accordance with the provisions of Industrial Disputes Act, 1947. The petitioner in his claim petition as well as affidavit has not mentioned that he had received any payment in his bank account neither he has alleged that the said amount was insufficient taking into consideration the amount due towards to him. Hence issues no. 3 to 6 are decided in the favour of the respondents.

RELIEF

23. In view of my findings on the issues no. 1 to 6 above, the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

24. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR
COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 437/2016

Date of Institution : 19.8.2016

Date of Decision : 26.07.2025

Smt. Neem Dei w/o Shri Tota Ram, r/o VPO Karyunil, Tehsil Pangi, District Chamba, H.P.
..Petitioner.

Versus

The Executive Engineer, HPPWD Division Killar (Pangi) District Chamba, H.P.
..Respondent.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. O.P. Bhardwaj, Ld. Adv.

For Respondent : Sh. D.S. Rana, Ld. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

“Whether alleged termination of services of Smt. Neem Dei W/O Shri Tota Ram, r/o V.P.O. Karyunil, Tehsil Pangi, District Chamba, H.P. during year, 2001 by the Executive Engineer, H.P.P.W.D. Killar Division (Pangi), District Chamba, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified, whereas she has raised the industrial dispute vide demand notice dated nil received in the Labour Office Chamba on 03.07.2015 after lapse of more than 14 years. If not, keeping in view delay of more than 14 years in raising industrial dispute, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/management?”

2. The brief facts as stated in the claim petition are that the petitioner belongs to Tehsil Pangi of District Chamba which are remote part of District Chamba and declared as scheduled Tribe area and hard area. It is asserted that State of Himachal Pradesh has provided single administration to manage the administration and respondent holding the post of Executive Engineer department of HPPWD and also looking after the works of Irrigation and Public Health Department in Pangi Division. The petitioner was initially engaged as daily wage beldar on muster roll basis without any appointment letter during year 1993 and continuously worked with intermittent breaks till 2001. It is alleged that the services of the petitioner were engaged and disengaged by giving fictional breaks from time to time so as to not to allow her to complete 160 days in a calendar year for the purpose of regularization. It is alleged that the respondent has not disclosed the actual number of days before Conciliation Officer, apart from the fact that the respondent had given fictional breaks to the petitioner/workman and retrenched her service without serving any notice of retrenchment compensation in lieu of retrenchment and as such breaks to be counted as continuous service for the purpose of calculation of 160 days in view of Section 25-B of the Industrial Disputes Act, 1947 (hereinafter referred to as ‘the Act’ for short). It is alleged that the services of the petitioner/workman had been orally terminated by the respondent department without issuing any one month’s notice in writing indicating the reason of retrenchment as well as no retrenchment compensation was paid to the petitioner at the time of termination of her services. It is alleged that the respondent has not complied with the provisions of Section 25-F of the Act. The petitioner is a very poor and she has no source of income. It is submitted that the petitioner had approached the respondent department time and again after her oral termination but the respondent department did not pay any heed to her request. While verbally terminating the services of the petitioner the respondent department had re-engaged number of new workmen from time to time however sufficient work was available with the respondent department. This action on the part of respondent to retrench the petitioner/workman as well as retained junior was totally violation of the principle of ‘last come first go’ as embodied under Section 25-G of the Act. According to petitioner, persons whose services had been terminated by respondent department along-with petitioner were re-engaged by the respondent department however no opportunity for re-employment was given to her. It is alleged that the petitioner had worked with the respondent department since the year 1997 on daily waged beldar on muster roll basis and the workers who were junior to her namely Suraj Ram, Chunku Ram, Budhi Ram and Dev Raj and were retained by

the respondent continuously and are still working continuously. According to petitioner she never remained close for work since the year 1996 but the respondent has intentionally given fictional breaks without any fault on the part of the petitioner despite availability of work. The petitioner was never charge-sheeted for any act of indiscipline, negligence of work or misconduct and worked with full devotion. According to petitioner she is unemployed from the date of her illegal termination and she (petitioner) was nowhere gainfully employed since then and as such the petitioner is entitled for back wages. In view of above submission the respondent department had violated the provisions of Sections 25-F, 25-G and 25-H of the Act. It is prayed that the oral order of termination/retrenchment of the services of the petitioner passed by the respondent department in the year 1993 may be set aside being illegal, arbitrary and highly unjustified. It is also prayed that the respondent be directed to reinstate the services of the petitioner *w.e.f.* 2001 along-with seniority including continuity in service with back wages as the petitioner remained unemployed since the date of her illegal termination/retrenchment. It is further prayed that the respondent department may be directed to count the period of fictional breaks given to the petitioner from time to time during year 1993 to 2001.

3. In reply to the claim petition the respondent has raised preliminary objections qua maintainability and petition being bad on account of delay and laches. On merits, it is denied that the petitioner had worked for more than 160 days in any calendar year. It is submitted that the petitioner was engaged as daily waged beldar from 1997 to 2001 and worked intermittently with the department and left the job of her own sweet will and came on work at her own convenience. It is asserted that no fictional breaks were given to the petitioner by the respondent. It is denied that the workmen junior to her were retained by the respondent. It is asserted that the petitioner had not completed 160 days in any calendar year as required for tribal area for Pangi Tehsil. It is denied that the respondent has not disclosed the actual number of days before the Conciliation Officer. It is asserted that neither the fictional breaks were given to the petitioner nor the services of the petitioner were retrenched by the respondent. It is further asserted that the petitioner had not completed 160 days in any calendar year and as such the petitioner does not fall under the provisions of Section 25-B of the Act however it was not required to serve notice under Section 25-F of the Act. It is asserted that the petitioner had left the work in the year 2001 of her own sweet will. It is denied that the respondent has re-engaged new workman. It is asserted that neither the junior persons were retained nor juniors were engaged by the respondent at their own level except the orders of the Court and as such there was no violation of the principle of 'last come first go'. The services of the petitioner were never terminated by the respondent but the petitioner has left the job at her own sweet will. It is asserted that the respondent had not violated the provisions of Sections 25-F, 25-G and 25-H of the Act. Other averments made in the petition were denied and it is prayed that petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the respondent has illegally terminated services of the petitioner during year 2001 without complying with the provisions of the Industrial Disputes Act, 1947, as claimed? ..*OPP.*
2. If issue no. 1 is proved in affirmative, keeping in view delay more than 14 years, whether the petitioner is entitled to back wages, seniority, past service benefits, as claimed? ..*OPP.*

3. Whether the claim petition is not maintainable, as alleged? ..*OPR*.

4. Relief

6. In order to prove her case the petitioner has produced on record her affidavit Ext. PW1/A wherein she reiterated the fact stated in the petition.

7. Respondent has examined Shri Ravi Kumar, presently working as Executive Engineer, B&R Division HPPWD Killar Pangi, District Chamba, H.P. by way of affidavit Ext. RW1/A wherein he reiterated the facts mentioned in the reply. He also produced on record copy of mandays chart of the petitioner Ext. RW1/B.

8. I have heard the learned Counsel for the petitioner as well as learned District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : Partly yes

Issue No. 2 : Decided accordingly

Issue No. 3 : No

Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

ISSUE No. 1

10. Petitioner has challenged termination of her services by the respondent since the year 2001. She has deposed on oath that she was enrolled on muter roll since 1993 and worked with intermittent till the year 2001. She further states that in between she was engaged and disengaged and not allowed to complete 160 days of work for the purpose of regularization. Her services were unlawfully terminated in the year 2001. She also states that before her termination no show cause notice, charge-sheet or inquiry was made and no retrenchment compensation was ever paid to her. In her cross-examination she denied that she had not completed 160 days of work in a calendar year. She denied that she came on work at her own sweet will. RW1 Shri Ravi Kumar, Executive Engineer, HPPWD has asserted that petitioner had never worked for 160 days in a year and from 1997 to 2001 she worked intermittently and finally left the job at her own sweet will. According to him petitioner does not fall within the ambit of Section 25-B of the Industrial Disputes Act, hence she is not entitled for any retrenchment compensation or relief under Section 25-F of the Industrial Disputes Act. In his cross-examination he denied that the petitioner had worked from 1993 to 2001 and self stated that she had worked intermittently from 1997 to 2001 with the department. He denied that the petitioner had worked for 160 days with the department in every calendar year. He has denied that the services of petitioner were terminated by the respondent without issuing any notice and self stated that she has left the work at her own. He has denied that some workmen were engaged after the termination of petitioner. Section 25-B of the Industrial Disputes Act, 1947 as follows:—

[25B. Definition of continuous service.—For the purposes of this Chapter,—(1) a workman shall be said to be in continuous service for a period if she is, for that period, in

uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, she shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case. Explanation.—For the purposes of clause

(2) the number of days on which a workman has actually worked under an employer shall include the days on which—

(i) she has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment;

(ii) she has been on leave with full wages, earned in the previous years;

(iii) she has been absent due to temporary disablement caused by accident arising out of and in the course of her employment; and (iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.]”

Section 25-F of the Industrial Disputes Act, 1947 lays down the following provisions:—

25F. Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until— (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2 [for every completed year of continuous service] or any part thereof in excess of six months; and

- (c) notice in the prescribed manner is served on the appropriate Government 3 [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]”.

11. Mandays chart of petitioner produced by the respondent Ext. RW1/B, petitioner could not produce any other oral or documentary evidence to support her contention that she had actually worked for 160 days in each calendar year which is not reflected in the mandays chart produced by the respondent. The reference made to this court is not with respect to allegations of fictional breaks being intentionally given to the petitioner this court would rely on mandays chart Ext. RW1/B which makes it clear that petitioner had not completed 160 days of continuous work in 12 months preceding the alleged termination in the year 2001. Thus the case of petitioner does not fall within the ambit of Section 25-F of the Industrial Disputes Act and respondent cannot be held liable for the violation of the said provisions.

12. RW1 Shri Ravi Kumar has however admitted in his cross-examination that work is now available with the department. He self stated that the department is not employing new daily wager, yet they are being kept through contractor. The documents Ext. P1 to P8 which are year-wise mandays charts of other workers produced by the petitioner reveals that persons junior to petitioner continued to work as Ext. P1 shows one Bhag Dei engaged in 2000 and subsequently worked up to 2008. Similarly Ext. P3 also shows persons junior to petitioner continuously working with respondent department. These documents leads this court to believe that that the respondent while engaging the workmen junior to the petitioner has violated the provisions of Sections 25-G and 25-H of the Industrial Disputes Act. Principle of ‘last come first go’ was violated. There is no evidence to show that petitioner left the work of her own will or that respondent issued notice to her to work. The subsequent employment of workers and number of mandays shown in muster roll indicate that there was enough work and funds available with the department. The violation of Sections 25-G and 25-H of the Industrial Disputes Act is hence established and issue no. 1 is partly decided in favour of the petitioner.

Issue No. 2

13. It has been specifically referred to this court to adjudicate that considering the delay of 14 years what kind of relief petitioner can be held entitled to in respect of back wages, seniority, past service benefits etc. Perusal of the case file shows that petitioner in her demand has alleged her disengagement/termination in the year 2001. She has referred the industrial dispute after the delay of more than 14 years. In the statement recorded before this court petitioner has mentioned on oath that she belongs to very remote area of Pangi District Chamba and State has not provided any labour office or any other forum which would hear or adjudicate the industrial dispute at Pangi. Petitioner tried her level best to take up the matter with the respondent time and again verbally and through her labour union also. She was assured to be re-engaged but they did not do anything fruitful in the favour of the petitioner. In these circumstances there has been delay in approaching the appropriate forum for the grievance and issuance of demand notice received in the Labour Office on dated 03.7.2015. Learned counsel for the petitioner has submitted that considering the social backgrounds of the petitioner and remote area she belongs to, lenient view may be taken while considering the reason behind delay in raising demand notice before the appropriate forum. It is not disputed by the respondent that petitioner belongs to remote area. She has alleged that she orally approached the respondent number of times for settlement of dispute regarding her demands. It is further admitted by the petitioner that she has not given any representation to the department during this period. However considering the rural background of the petitioner and considering the fact that she belongs to remote area of the State the delay in raising the dispute before appropriate forum can be considered sympathetically. The Hon’ble Supreme Court in **Prabhakar v. Sericulture Deptt. (2015 SCC1)** has held in paras no. 40, 41 and 42 as follows:—

“40) On the basis of aforesaid discussion, we summarise the legal position as under:—

An industrial dispute has to be referred by the appropriate Government for adjudication and the workman cannot approach the Labour Court or Industrial Tribunal directly, except in those cases which are covered by Section 2A of the Act. Reference is made under Section 10 of the Act in those cases where the appropriate Government forms an opinion that 'any industrial dispute exists or is apprehended'. The words 'industrial dispute exists' are of paramount importance unless there is an existence of an industrial dispute (or the dispute is apprehended or it is apprehended such a dispute may arise in near future), no reference is to be made. Thus, existence or apprehension of an industrial dispute is a sine qua non for making the reference. No doubt, at the time of taking a decision whether a reference is to be made or not, the appropriate Government is not to go into the merits of the dispute. Making of reference is only an administrative function. At the same time, on the basis of material on record, satisfaction of the existence of the industrial dispute or the apprehension of an industrial dispute is necessary. Such existence/apprehension of industrial dispute, thus, becomes a condition precedent, though it will be only subjective satisfaction based on material on record. Since, we are not concerned with the satisfaction dealing with cases where there is apprehended industrial dispute, discussion that follows would confine to existence of an industrial dispute. Dispute or difference arises when one party make a demand and other party rejects the same. It is held by this Court in number of cases that before raising the industrial dispute making of demand is a necessary pre-condition. In such a scenario, if the services of a workman are terminated and she does not make the demand and/or raise the issue alleging wrongful termination immediately thereafter or within reasonable time and raises the same after considerable lapse of period, whether it can be said that industrial dispute still exist. Since there is no period of limitation, it gives right to the workman to raise the dispute even belatedly. However, if the dispute is raised after a long period, it has to be seen as to whether such a dispute still exists? Thus, notwithstanding the fact that law of limitation does not apply, it is to be shown by the workman that there is a dispute in praesenti. For this purpose, she has to demonstrate that even if considerable period has lapsed and there are laches and delays, such delay has not resulted into making the industrial dispute seized to exist. Therefore, if the workman is able to give satisfactory explanation for these laches and delays and demonstrate that the circumstances discloses that issue is still alive, delay would not come in her way because of the reason that law of limitation has no application. On the other hand, if because of such delay dispute no longer remains alive and is to be treated as “dead”, then it would be non-existent dispute which cannot be referred. Take, for example, a case where the workman issues notice after her termination, questioning the termination and demanding reinstatement. She is able to show that there were discussions from time to time and the parties were trying to sort out the matter amicably. Or she is able to show that there were assurances by the Management to the effect that she would be taken back in service and because of these reasons, she did not immediately raise the dispute by approaching the labour authorities seeking reference or did not invoke the remedy under Section 2A of the Act. In such a scenario, it can be treated that the dispute was live and existing as the workman never abandoned her right. However, in this very example, even if the notice of demand was sent but it did not evoke any positive response or there was specific rejection by the Management of her demand contained in the notice and thereafter she sleeps over the matter for number of years, it can be treated that she accepted the factum of her termination and rejection thereof by the Management and acquiesced into the said rejection. Take another example. A workman approaches the Civil Court by filing a suit against her termination which was pending for number of years and was ultimately dismissed on the ground that Civil Court did not have jurisdiction to enforce the contract of personal service and does not grant any reinstatement. At that stage, when the suit is dismissed or she withdraws that suit and then involves the machinery under the

Act, it can lead to the conclusion that dispute is still alive as the workman had not accepted the termination but was agitating the same; albeit in a wrong forum. In contrast, in those cases where there was no agitation by the workman against her termination and the dispute is raised belatedly and the delay or laches remain unexplained, it would be presumed that she had waived her right or acquiesced into the act of termination and, therefore, at the time when the dispute is raised it had become stale and was not an 'existing dispute'. In such circumstances, the appropriate Government can refuse to make reference. In the alternative, the Labour Court/Industrial Court can also hold that there is no "industrial dispute" within the meaning of Section 2(k) of the Act and, therefore, no relief can be granted.

41) We may hasten to clarify that in those cases where the Court finds that dispute still existed, though raised belatedly, it is always permissible for the Court to take the aspect of delay into consideration and mould the relief. In such cases, it is still open for the Court to either grant reinstatement without back wages or lesser back wages or grant compensation instead of reinstatement. We are of the opinion that the law on this issue has to be applied in the aforesaid perspective in such matters.

42) To summarise, although there is no limitation prescribed under the Act for making a reference under Section 10(1) of the Act, yet it is for the 'appropriate Government' to consider whether it is expedient or not to make the reference. The words 'at any time' used in Section 10(1) do not admit of any limitation in making an order of reference and laws of limitation are not applicable to proceedings under the Act. However, the policy of industrial adjudication is that very stale claims should not be generally encouraged or allowed inasmuch as unless there is satisfactory explanation for delay as, apart from the obvious risk to industrial peace from the entertainment of claims after long lapse of time, it is necessary also to take into account the unsettling effect which it is likely to have on the employers' financial arrangement and to avoid dislocation of an industry".

14. Considering the above ratio laid down by the Hon'ble Supreme Court and applying to the peculiar circumstances faced by the petitioner it would not be appropriate to deny the relief to the petitioner merely on the grounds of delay though the relief can be moulded in said circumstances. Taking into consideration the delay in raising the dispute the petitioner is held entitled for a lump sum compensation of ₹1,00,000/- for violation of the provisions of the Industrial Disputes Act by the respondent. This issue is decided accordingly.

Issue No. 3

15. The maintainability of the claim petition was merely challenged on the ground of limitation and also considering the fact that petitioner has not completed 160 days of continuous work. The evidence on case file however reveals that respondent has violated the mandatory provisions of Sections 25-G and 25-H of the Industrial Disputes Act, 1947. Accordingly the present claim petition is maintainable and issue is decided in the favour of the petitioner.

RELIEF

16. In view of my discussion on the issues no. 1 to 3 above, it is held that though there had been violation of Sections 25-G and 25-H of the Industrial Disputes Act in this case but the petitioner had raised demand after a gap of more than 14 years and her claim for reinstatement has therefore, been vitiated by delay and laches, hence, the reinstatement and other consequential benefits cannot be granted in her favour but she is held entitled for compensation to the tune of ₹1,00,000/- (Rupees one lakh only), which would be paid within four months by the respondent from the date of receipt of Award failing which the respondent shall be liable to pay the interest @

6% per annum on the said amount from the date of award till the date of its realization. Parties are left to bear their costs.

17. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 26th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 43/2018
Date of Institution : 19.4.2018
Date of Decision : 28.07.2025

H.P. Shri Raj Pal s/o Shri Sant Ram, r/o VPO Ghandir Kolka, Tehsil Jhanduta, District Bilaspur, ..*Petitioner.*

Versus

The Divisional Forest Officer, Bilaspur Forest Division, Bilaspur, District Bilaspur, H.P. ..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. B.S. Verma, Ld. Adv.
For Respondent : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

“Whether termination of services of Shri Raj Pal s/o Shri Sant Ram, r/o V.P.O. Ghandir Kolka, Tehsil Jhanduta, District Bilaspur, H.P. during February, 2014 (as alleged by the workman) by the Divisional Forest Officer, Bilaspur Forest Division, Bilaspur, District Bilaspur, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?”

2. The brief facts as stated in the claim petition are that the petitioner was appointed as daily wage worker in forest department Jhanduta block Gochar on 1.1.2004. He continued to give uninterrupted service till 30.4.2014. He has alleged that on 1.5.2014 his services were terminated without any notice and without any reason by oral order of the respondents. Thereafter he was again employed on 1.4.2015 and worked for 48 days and finally terminated on 28.5.2015. According to petitioner he had completed 240 days of work in each year from 2004 till 2014 and during that period he had received wages. He has also alleged that some junior workers namely Garja Ram, Sunder Ram, Rakesh Kumar, Prakash, Nikku Ram, Dalel Singh and Prem Lal have also been employed and have continued to work with the respondents. After his termination 50 more workers were appointed by department. The department had intentionally not prepared his seniority list which amounts to unfair labour practice. He has alleged the respondent had violated the provisions of Section 25-B, 25-F (a), 25-F (b) and 25-H and 25-H of the Industrial Disputes Act, 1947 and has submitted that he had not been gainfully employed since the date of his termination. He has prayed for reinstatement with back wages and other all consequential benefits.

3. In reply to the claim petition preliminary objections has been raised qua maintainability. On merits, it is denied that petitioner was engaged *w.e.f.* 1.1.2004. It is asserted that petitioner was engaged as a seasonal worker in Ghandir Beat of Gochar Blcok of Jhandutta Range during year 2006 and worked for 156 days in 2006, 46 days in 2007, 181 days in 2008, 61 days in 2009, 61 days in 2010, 10 days in 2011 and 13 & 31 days in 2012. It is asserted that the petitioner was mere be a seasonal worker as per availability of seasonal works. After completion of work there was no necessity to engage labour. Petitioner executed the departmental work at his own sweet will which was petty/time bound nature and the same was being done on sanctioned schedule of rates/quotation basis as provisions contained in Additional Chief Secretary (Forests) to the Government of Himachal Pradesh. The petitioner was also informed by the forest guard I/C Ghandir Beat that some maintenance works of old plantation are available but he did not come back for the work. According to respondent the petitioner was never terminated by the respondent and he never worked for 240 days in between 10.4.2015 to 28.5.2015. It is also submitted that no junior persons except Shri Prakash Chand, Nikku Ram and Dalel Singh were kept on daily wage in Jhanduta Forest Range of Bilaspur Forest Division. These persons were engaged as seasonal workers as per availability of seasonal work and availability of funds. On the completion of work the said labourer were also disengaged. Shri Garja Ram, Sunder Ram, Rakesh, Prakash, Nikku and Dalel Singh are not working with the respondent and Prem Lal was engaged a part-time sweeper and thereafter his services were converted into daily wage worker in the year 2004 as per Conservator of Forests Bilaspur vide letter No. 6586-89 dated 23.9.2004. The respondent has denied that petitioner had completed 240 days of work in each calendar year of his employment. Other averments made in the claim petition are denied and it is prayed that the claim petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner during Feb., 2014 by the respondent is/was illegal and unjustified, as alleged? ..*OPP.*
2. If issue no. 1 is proved in affirmative to what service benefits the petitioner is entitled to? ..*OPR.*
3. Whether the claim petition is not maintainable, as alleged? ..*OPR.*

Relief

6. The petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A and also produced on record information under RTI dated 15.1.2015 Ext. P1, letter dated 16.7.2022 Ext. P2, letter dated 16.7.2022 Ext. P3, letter dated 11.3.2015 Ext. P4 and letter dated 11.3.2015 Ext. P5.

7. Respondent on the other hand has examined Shri Rajeev Kumar, IFS s/o Shri Bishambhar Nath posted as Divisional Forest Officer, Bilaspur Forest Division, Bilaspur, District Bilaspur, H.P. by way of affidavit Ext. RW1/A. He has also produced on record copy of mandays chart Ext. RW1/B, copy of letter dated 9.11.2009 Ext. RW1/C, copy of detail of work carried out on quotation Ext. RW1/D, copy of letter dated 23.9.2004 Ext. RW1/E and copy of seniority list of daily wagers Ext. RW1/F.

8. I have heard the learned Counsel for the petitioner as well as learned Deputy District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : Partly Yes

Issue No. 2 : Decided accordingly.

Issue No. 3 : No

Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. Petitioner has deposed on oath that he was engaged as beldar on daily wage basis by respondent on 1.1.2004 and he continuously worked till 30.4.2014. He was illegally retrenched on 1.5.2014 without any speaking orders. The matter was proceeded unsuccessfully before the Conciliation Officer however on the directions of Conciliation Officer the respondent re-engaged the petitioner on 1.5.2015 and his services were again retrenched on 28.5.2015. According to petitioner he worked with respondent for 11 years and completed work of 240 days in each year and also in 12 months preceding the date of his termination. The services of petitioner were retrenched without compliance of the provisions of Section 25-F and other provisions of the Industrial Disputes Act, 1947. Petitioner has deposed that the services of junior workers were retained and respondent maintained seniority list of the person junior to the petitioner who are still in service of the respondent. While seniority list pertaining to the petitioner was never maintained. He also alleges that many new hands were appointed without affording an opportunity to petitioner to resume his work.

11. RW1 Shri Rajeev Kumar has mentioned in his affidavit that the petitioner was engaged as seasonal worker. He has worked as seasonal worker from 2006 to 2013 as per mandays produced by the respondent. According to him the petitioner had executed work on quotation basis out of his own sweet will. The petitioner was informed by the forest guard that some maintenance work of old plantation was available but he still did not come back for the work. The services of petitioner were never terminated by the respondent but petitioner having worked intermittently and left the

work at his own sweet will. No junior person were engaged and persons named by petitioner were also seasonal worker who are now disengaged after completion of seasonal work in which Prem Lal was engaged as part-time sweeper and was converted into daily wage worker in the year 2004. Witness has stated that petitioner had not completed 240 days of work in any calendar year of his services.

12. Petitioner in his affidavit has stated that he had not worked intermittently and asserts that he had worked for 240 days in a year. He denied that he did not work from January, 2004 to December, 2004. He has denied that he had not completed 240 days of work in any year *w.e.f.* 2006 to 2013. He denied that he was called for work only when work was available with the department. He denied that he left the work out of his own will.

13. The contention of the respondent is regarding non completion of 240 days by the petitioner in each year of his services and 12 months preceding his disengagement. Documents Ext. P2, P3, P4 and P5 have been produced on record by the petitioner and it is information granted by DFO Bilaspur Forest Office under RTI to the petitioner regarding the period of his employment. Vide Ext. P4 which also admitted by RW1 Shri Rajeev Kumar all records upto 2009 was destroyed regarding work done by petitioner in Ghandir nursery. The mandays Chart Ext. RW1/B however shows month-wise and year wise mandays of petitioner from the year 2006 to 2012. Once the record was weeded out it is strange as to how the mandays for the year 2006 to 2009 have been produced in the court by respondent. Pertinent to mention here that the fact that the petitioner's working with the respondent is not disputed. In addition to this the mandays dedicated by the petitioner allegedly on quotation basis from October 2008 to February, 2014, no corresponding mandays have been maintained or produced by the respondent. The other records of bills quotation sent by the petitioner is also not produced before this court. Learned Counsel for the petitioner has relied upon the decision of the Hon'ble High Court of H.P. in **Ram Singh vs. State of Himachal Pradesh and others in CWP No.789 of 2024, decided on 4.7.2024** has observed in para nos. 5 and 6 as follows:—

- “5. It is not in dispute that the petitioner is serving with the respondents-Department since 2015 continuously by putting in more than 240 days in each calendar. It appears that in order to deny such kind of workmen, the benefits of regularization, respondent-State has come with the nomenclature of “bill basis” but, fact of the matter still remains that be it a daily wager or a bill basis worker, he is serving the Department regularly putting in more than 240 days in each calendar.
6. This Court of the considered view that the distinction, which is now being created by the respondents- Department between a daily wage worker and a bill base worker is violative of Article 14 of the Constitution of India. Be it a daily wage worker or a bill base worker, he is rendering the same service to the Department. Therefore, in the absence of their being any intelligible differentia between a daily wage worker and bill base worker, the classification that has been made by the Department cannot pass the touch stone of Article 14 of the Constitution of India”.

14. The above evidence shows that since October, 2008 onwards petitioner had worked on daily wage and quotation basis alternately thus it is difficult to plead that the petitioner was seasonal or intermittent worker as the document reflect that the work was available to the petitioner throughout the year mentioned by the respondent. The mandays of the petitioner however have been concealed in the guise of work done on quotation basis. The condition of service of the petitioner were changed by the respondent alternately without any notice and it cannot be held that the work of petitioner was subject to availability of work and funds only.

15. It is already mentioned that respondent produced the mandays chart even of the years whereby record is admitted to be weeded out by the respondent. The mandays chart produced by the respondent cannot be relied by this court. The mandays chart of the petitioner corresponding to the work done, vide Ext. RW1/D shows that the petitioner had worked much more than the days reflected in the mandays chart. In view of concealment of mandays of petitioner by the respondent it was not possible for the petitioner to prove that he had worked for 240 days in each calendar year and the year preceding his termination. This court can considering the conduct of the respondent would be constrained to draw an adverse inference against the respondent. Petitioner has asserted that he has worked for 240 days in each calendar year and year preceding his termination.

16. The document Mark-D1 has been produced by the respondent is to show that petitioner was called where there was availability of work. It is asserted that petitioner did not respond to the same. RW1 has admitted in his cross-examination that there is no evidence to show that document Mark-D1 was actually received by petitioner. The respondent has no proof of compliance of the provision of Section 25-F of the Industrial Disputes Act at the time of termination of the petitioner. Hence the termination of the petitioner was illegal and violative of the provisions of the Industrial Disputes Act.

17. No particular record pertaining to the workers juniors to the petitioner who have been retained by respondent has been produced however it is admitted fact that new workers had been employed by department even though on seasonal basis after termination of the petitioner. In these circumstances it is proved that respondent has violated the provisions of Section 25-F of the Industrial Disputes Act. The issue no.1 is decided in the favour of the petitioner.

Issue No.2

18. In view of the above findings on issue no. 1 it appears that the petitioner had been provided intentional breaks in his service from the year 2006 to year 2014 by the respondent. The intentional intermittent breaks were provided by making the petitioner work alternatively on daily wage basis and quotation basis during the same year. It has already been mentioned that the respondent concealed the actual mandays dedicated by the petitioner and worked in the respondent department. Change in service condition of the petitioner without mandatory notice by the respondent would also amount to unfair labour practice. The respondent while terminating the services of the petitioner had not complied with the provisions of Section 25-F and also Section 25-H of the Industrial Disputes Act, hence the petitioner is held entitled to reinstatement on the similar post on similar terms from the date of his termination. He is also entitled to seniority and continuity in service from the date of his appointment and compensation of Rs.1 lakh in lieu of back wages. Hence issue no. 2 is decided accordingly.

Issue No. 3

19. Maintainability of the claim petition was challenged on the ground that petitioner was merely an intermittent seasonal worker but the record produced by the respondent shows that the petitioner had been working for period much more than the mandays calculated and produced on record by the respondent. The termination of the petitioner was without following the mandatory provisions of the Industrial Disputes Act hence claim petition is maintainable and this issue is decided in the favour of the petitioner.

RELIEF

20. In view of my discussion on the issues no. 1 to 3 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled to reinstatement on the similar post on similar

terms from the date of his termination. He is also entitled to seniority and continuity in service from the date of his appointment and compensation of Rs. 1 lakh in lieu of back wages. Parties are left to bear their costs.

21. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF Sh. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 484/2016

Date of Institution : 22.8.2016

Date of Decision : 28.7.2025

Shri Jagdish Chand s/o Shri Bhim Sain, r/o Village & P.O. Sahali, Tehsil Pangi, District Chamba, H.P. *..Petitioner.*

Versus

Executive Engineer, HPPWD Division, Killar, Tehsil Pangi, District Chamba, H.P. *..Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For Respondent : Sh. D.S. Rana, Ld. D.A.

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

“Whether alleged termination of services of Sh. Jagdish Chand s/o Sh. Bheem Sain Village & P.O. Sahali, Tehsil Pangi, Distt. Chamba H.P. during 10/2004 by the Executive Engineer, HPPWD division, Killar (Pangi), Tehsil Pangi, District Chamba, H.P. who had worked as beldar on daily wages basis only for 232 days during the year 2001 to 2004 and has raised his industrial dispute vide demand notice dated 26.8.2012 after more than 7 years, allegedly

without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, keeping in view of working period mentioned as above and delay of more than 7 years in raising the industrial dispute, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?"

2. The brief facts as stated in the claim petition are that the petitioner was appointed on daily waged basis *w.e.f.* year 2001 by the respondent on muster roll daily waged basis without any appointment letter and had worked with the respondent upto 2004. During the above said period the services of petitioner were unlawfully terminated by the respondent by giving him fictional breaks not to letting to complete 240160 days but despite the breaks the petitioner had completed more than 160 days in some years. It is submitted that the State Government had fixed criteria of 160 days for the purpose of continuous service under Section 25-B of the Industrial Disputes Act, 1947 in the area of Pangi/Killar. The respondent had given fictional breaks to the petitioner *w.e.f.* 2001 to 2004 deprived him from permanent status and the act of respondent was unfair labour practice under Section 25-T, 25-U of read with Chapter V Clause 10 of the Industrial Disputes Act. The services of the petitioner were unlawfully terminated without following the provisions of Section 25-F the Industrial Disputes Act as no notice was served upon the petitioner. No enquiry was conducted against him nor one month's pay in lieu of notice period and retrenchment compensation was paid to him and his termination was null, void and ab-initio. While terminating the services of petitioner the respondent had not followed the principle of 'last come first go' as envisaged under Section 25-G of the Industrial Disputes Act, 1947. The act of the respondent to terminate the services of petitioner was without complying with the necessary provisions of the Industrial Disputes Act was highly unjustified, arbitrary, unconstitutional and against the mandatory provisions of the Industrial Disputes Act and same may kindly be set aside. It is submitted that the petitioner is still unemployed and not gainfully employed anywhere in any government department or private organization from the date of his alleged termination. In view of the above submissions it is prayed that period of breaks of petitioner *w.e.f.* 2001 to 2004 may set aside and respondent be directed to condone the said period in continuity in service of petitioner. It is further prayed that respondent be directed to reinstate the services of petitioner with full back wages, seniority, continuity in service with all consequential benefits.

3. In reply to the petition preliminary objections qua maintainability and delay and laches have been raised. On merits, it is denied that the petitioner had worked for 160 days in any calendar year. It is submitted that the petitioner was engaged as daily wages beldar in 2001 to 2004 who worked intermittently with the department and left the job at his own sweet will and came at work with his own convenience. It is further submitted that no fictional breaks were given to petitioner by the respondent. The petitioner had not completed 160 days of work in any calendar year as required for tribal area of Pangi Tehsil. It is denied that the junior as well as new persons to the petitioner were retained or engaged by the respondent. Since the petitioner left the work by himself and thereafter raised the dispute before the Labour Officer in 2015 was after more than 11 years and as such he is not entitled for any relief. Other parawise averments made were denied and it is prayed that the petition deserves to be dismissed.

4. The petitioner by way of rejoinder has denied preliminary objections raised in the reply and facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the petitioner was illegally and unjustifiably terminated by the respondent during October, 2004, as alleged? If so, its effect? ..OPP.

2. Whether the claim petition is not maintainable, as alleged? ..*OPR.*

3. Whether the claim petition is bad on account of delay and laches, as alleged? ..*OPR.*

Relief.

6. I have heard the learned DA for the respondent at length and records perused.

7. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : No

Issue No. 2 : No

Issue No. 3 : Yes

Relief : Claim Petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 to 3

8. All the issues shall be taken up together for the purpose of adjudication.

9. The petitioner in the present case failed to appear before this court on 09.7.2025 at Chamba. The report shows that the petitioner was duly served for the said date. Despite due service and knowledge of the proceedings he did not put his presence nor any Counsel/Authorized Representative appeared on his behalf. Section 10(B) Clause 9 read with the Industrial Disputes (Central) Rules, 1957.”

“10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party.”

10. It is argued by learned DA for the respondent that the onus of proving the averments and allegations by way of leading oral or documentary evidence in the court is on the claimant. The learned DA has further submitted that considering the conduct of the petitioner and the fact that he is not able to substantiate the allegations by way leading evidence the reference cannot be decided in favour of the claimant.

11. The perusal of the case file shows that the petitioner has received the summons of the court as ample opportunities has been granted to the petitioner to appear before this court to produce evidence oral as well as documentary. He failed to produce the evidence but despite having knowledge of the proceedings failed to appear before this court hence he was proceeded ex parte. The onus of proving the fact that termination of the services of the petitioner by the respondent during October, 2004 was illegal and unjustified was on the petitioner. In absence of cogent evidence to this effect the reference cannot be decided in the favour of petitioner. Rule 22 of The Industrial Disputes (Central) Rules, 1957 also provides as follow:—

“22. Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed *ex-parte*.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

12. Hon’ble Supreme Court in **M/s Haryana Suraj Malting Ltd. vs. Phool Chand, AIR 2018 SC 2670** has observed thus under the statutory scheme the Labour Court/Tribunal is empowered to follow its own procedure as it thinks fit, meaning thereby, a procedure which is fit and proper for the settlement of the Industrial Dispute and for maintaining industrial peace. If a party fails to attend the Court/Tribunal without showing sufficient cause, the Court/Tribunal can proceed *ex parte* and pass an *ex parte* award. The award, *ex parte* or otherwise, has to be sent to the appropriate Government as soon as it is made and the appropriate Government has to publish it within 30 days of its receipt. The award thus published becomes enforceable after a period of 30 days of its publication.

13. In the circumstances of the present case also the reference was made to this court however claimant/petitioner failed to adduce evidence to substantiate allegations.

Relief.

14. In view of the above, the reference/claim petition is not maintainable and is accordingly dismissed. The parties are left to bear their costs.

15. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF Sh. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 28/2015

Date of Institution : 13.01.2015

Date of Decision : 28.07.2025

Shri Rajesh Kumar s/o Sh. Shiv Ram, r/o Village Jhulgan, P.O. Khaddar, Tehsil Jodinder Nagar, District Mandi, H.P. ..Petitioner.

Versus

The Executive Engineer, B&R Division HPPWD, Joginder Nagar, District Mandi, H.P.

*..Respondent.***Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

“Whether time to time termination of the services of Shri Rajesh Kumar s/o Shri Shiv Ram, r/o Village Jhulgan, P.O. Khaddar, Tehsil Joginder Nagar, District Mandi, H.P. during April, 1999 to 31-08-2007 by the Executive Engineer, B&R Division HPPWD, Joginder Nagar, District Mandi, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?”

2. The brief facts as stated in the claim petition are that the petitioner was engaged by the respondent in April, 1999 without any appointment letter and without any settled terms and condition. He was provided uninterrupted work upto 31.08.2007 and was not allowed to complete 240 days of continuous service in any calendar year prior to 2007. He was given intentional breaks by the department. On 01.09.2007 the department allowed continuous muster roll to the petitioner and thereafter he completed 240 days *w.e.f.* year, 2008. This was done on the direction of the Principal Secretary (PW) to the Government of H.P. vide letter No. PBW-A-H(1)-6/2003 dated 14.09.2007. The contents of the said letter shows that it was general practice of the respondent department to provide 15, 18, 20 and full month breaks to the daily waged worker and respondent has prepared separate seniority list of workers engaged on breaks basis. The petitioner submitted his demand notice dated 04.09.2008 to condone the breaks period *i.e.* April, 1999 to 31.08.2007 and allow to continuity of service. It is alleged that respondent has adopted pick and choose method whereby junior workers were engaged continuously without any breaks while the petitioner was engaged with some fictional breaks in every month in order to deprive him of the permanent status under Section 25-B of the Industrial Disputes Act, 1947. It is also alleged that at the time of giving fictional breaks the principle of “Last Come First Go” was not followed and persons junior to the petitioner namely Sanjeev Kumar s/o Sh. Netar Singh (1999), Gudi Devi w/o Mahaal Chand (2000), Prithi Pal s/o Sh. Amin Chand, Rajinder Pal s/o Sh. Balam Ram (2001), Dalip Singh s/o Sh. Anant Ram, Gautam Ram s/o Sh. Ridku Ram (2002), Bhawani Ram s/o Sh. Tihru Ram and Ram Dhan s/o Sh. Trenu Ram (2003) were engaged by the Respondent without any breaks in violation of Section 25-G & 25-H of the Industrial Disputes Act, 1947. The continuous engagement of junior workmen also shows that the work and funds were available with the department. The petitioner prays that as per Section 25-B(1) of the Industrial Disputes Act breaks period of the petitioner needs to be counted in continuous services for the purpose of his

regularization. In similar case, in reference No. 304/2014 dated 28.07.2015 Smt. Ruma Devi w/o Shri Milkhi Ram Vs. The Executive Engineer, B&R Division, HPPWD, Joginder Nagar was also granted relief of seniority and continuity of service from the date of her initial engagement. Her services have been regularized with retrospective effect from 24.11.2008 vide office order dated 28.11.2016 after counted her seniority from the date of initial engagement. It is submitted that fictional breaks given during the period of April, 1999 to 31.08.2007 were illegal and arbitrary and violative of the provisions of the Industrial Disputes Act. The petitioner prayed that illegal period of breaks from April, 1999 to 31.08.2007 may be set aside and respondent be directed to condone the said breaks period in seniority and continuity of service of the petitioner from the date of initial engagement for the purpose of regularization. Respondent be also directed to regularize service of the petitioner on completion of 8 years *i.e.* 01.04.2007 in the pay scale of Rs. 4900-10680/- and also pay arrear *w.e.f.* 01.04.2007 along-with interest.

3. In reply to the claim petition preliminary objections qua maintainability, claim being barred by delay and laches, claim being filed after unexplained delay of 9 years, claim being bad for non-joinder of necessary parties and suppression of material facts have been raised. On merits, it is submitted that the petitioner was initially engaged with the respondent department as daily waged beldar during May, 1999 by the Executive Engineer National Highway Division HPPWD, Joginder Nagar on his own request as per availability of work and funds. Office of the respondent was created in the Year 01/2004 and functioning *w.e.f.* 02.01.2004. After creation of respondent office petitioner and some other workmen were transferred to the newly created Division of the respondent from National Highway Division HPPWD Joginder Nagar. Thus the claim of the petitioner prior to 01.01.2004 lying with the Executive Engineer National Highway Division HPPWD Joginder Nagar who had not been arrayed as party at the time of claim of the petitioner. He worked for 136 days in the year 1999, 220 days in the year 2000, 190 days in the year 2001, 190 days in the year 2002, 74 days in the year 2003, 172 days in the year 2004, 170 days in the year 2005, 160 days in the year 2006 and 168 days in the year 2007. Thereafter, in the year 2008 he provided work continuously 240 days in each calendar year. The petitioner completed 8 years of continuous daily wage service on 31.03.2015, as such, under the Government regularization Policy he was regularized with prospective effect vide order dated 18.08.2015. Petitioner accepted this offer without any objection and joined regular service on 24.08.2015 in the office of the Executive Engineer Baijnath, Division HPPWD Baijnath. Respondent has denied any fictional breaks were given to the petitioner. Earlier also petitioner filed claim in reference No. 28/2015 which was disposed off for non-prosecution. The present claim has been filed after 9 years from the date of cause of action hence the same is barred by delay and laches on the part of the petitioner. Other averments made in the petition are denied, though it is admitted that the services of Smt. Ruma Devi were regularized as per award dated 28.07.2015 in reference No. 304/2014. It is prayed that claim may be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether time to time termination of services of the petitioner during April, 1999 to 31-08-2007 by the respondent were illegally and violation of the provisions of the Industrial Disputes Act, 1947, as alleged? ..OPP.
2. If issue No. 1 is proved in affirmative, whether the petitioner is entitled to amount of back wages, seniority, past service benefits and compensation, as claimed? ..OPP.

3. Whether the petition is not maintainable, as alleged? ..OPR.

4. Whether the claim petition is bad on account of delay and laches, as alleged? ..OPR.

Relief.

6. The petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A wherein he has reiterated the facts stated in the claim petition. He has produced on record copy of year wise working days of daily wagers Ext. PW1/B, copy of demand notice dated 04.09.2008 Ext. RW1/C, copy of reply to demand notice Ext. PW1/D, copy of Mandays chart of Smt. Rume Devi Ext. RW1/E and copy of Award dated 28.07.2015 Ext. RW1/F.

7. Respondent on the other hand has examined Er. J.P. Naik, Executive Engineer, B&R Division HPPWD Joginder Nagar, District Mandi by way of affidavit Ext. RW1/A. He has reiterated the facts mentioned in the reply and also produced on record copy of order dated 03.07.2015 Ext. RW1/B, copy of office order dated 02.01.2004 Ext. RW1/C, copy of notification dated 09.12.2003 Ext. RW1/D, copy of Mandays chart Ext. RW1/E, copy of office order dated 18.08.2015 Ext. RW1/F and copy of joining report dated 24.08.2015 Ext. RW1/G in evidence.

8. I have heard the learned AR/Counsel for the petitioner as well as learned Deputy District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : Yes

Issue No. 2 : Decided accordingly.

Issue No. 3 : No

Issue No. 4 : No

Relief : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No.1

10. The petitioner has deposed on oath that he was engaged by the respondent in the month of April, 1999 and *w.e.f.* 31.08.2007 he was provided work in uninterrupted manner allowing him to complete 240 days of continuous service. The department thereafter provided him continuous muster roll on the basis of letter of Principal Secretary dated 14.09.2007. He was regularized in the year 2015 but he had submitted demand notice praying that the breaks given to him during his service between April, 1999 to 31.08.2007 may be treated as continuous service considering his initially engagement in April, 1999. He had claimed seniority and continuity in service from the date of initially engagement. He has also submitted that persons junior to him namely Sanjeev Kumar s/o Sh. Netar Singh, Gudi Devi w/o Mahaal Chand, Prithi Pal s/o Sh. Amin Chand, Rajinder Pal s/o Sh. Balam Ram, Dalip Singh s/o Sh. Anant Ram, Gautam Ram s/o Sh. Ridku Ram, Bhawani Ram s/o Sh. Tihru Ram and Ram Dhan s/o Sh. Trenu Ram have been

engaged in continuous manner without any breaks thus the respondent violated the provision under Section 25-G & 25-H of the Industrial Disputes Act, 1947. Respondent has, however, admitted that the petitioner was working with the Executive Engineer National High Way Joginder Nagar *w.e.f.* May, 1999 and according to them he had worked intermittently without completion of 240 days of continuous service from the year May, 1999 upto August 2007. Thereafter he worked continuously. Respondent has denied that the petitioner was given intentional breaks between the year 1999 to 2007. It is asserted that the petitioner was given work on his own request as per availability of work and funds. It is alleged that the petitioner had not worked continuously 240 days between the year May, 1999 to year 2007 while workers who have been regularized had completed continuous work. RW1 Sh. J.P. Naik has admitted that the petitioner was kept on work in the year 1999. He admitted that at the time of appointment the petitioner was not made aware by way of appointment letter that his appointment was depended upon work and funds. He has admitted that there is no guidelines or notification issued to the effect that worker would be employed on the basis of availability of work and funds. He has denied that intentional breaks were given to the petitioner. He however, admits that he cannot produced any notice issued to the petitioner which would shows that the petitioner had not come to work out of his own will. It is pertinent to mentioned here that vide Ext. P-1 many workers who had been working between the year 1999 to 2007 were provided more than 240 days of continuous work. As mentioned above, the respondent could not produce any documentary or oral evidence to show that the petitioner was unwilling to work despite availability of work and funds. There is no oral or documentary evidence to suggest that sufficient work and funds were not available in order to provide 240 days of continuous service of the petitioner between the year 1999 till 2007.

11. Ext. PW1/B also shows that the workers who were engaged in the year 2000 and consequent years have also been regularized by the department. It reveals that the respondent have not provided enough mandays to the petitioner despite availability of work and funds. Hence breaks, if any, in the service of the petitioner from May, 1999 till year 2007 were without any mistake on the part of the petitioner but with prior motive to not to allow him to complete 240 days of continuous service. In these circumstances, the petitioner is entitled for seniority and continuity of service from the date of his initial engagement *i.e.* May, 1999.

12. The petitioner has submitted that one Smt. Ruma Devi who had also not completed 240 days of continuous service during the same time period was directed to be regularized vide Award Ext. PW1/F and Office order Ext. P-2. This fact is admitted by RW1 Sh. J.P. Naik. Mandays chart of Smt. Ruma Devi also reveals that she had not completed 240 days continuous service in any year between the year 1999 to 2007. The petitioner in the present case has been regularized *w.e.f.* 18.08.2015. The demand notice Ext. PW1/C is dated 04.09.2008. It appears that the petitioner had filed demand notice before Labour-cum-Conciliation Officer within the reasonable period from the date when cause of action arose in his favour. Merely because the dispute referred at belated stage would not establish the petition suffering from claim petition on account of any delay and laches. It is proved to the satisfaction of this Court that the petitioner was appointed in May, 1999 and was subsequently provided fictional breaks upto August, 2007. The petitioner is entitled to seniority and continuity in service from the date of his initially appointment and accordingly seniority has to be considered from initially date of engagement. Issue no.1 is decided in the favour of the petitioner.

Issue No.2

13. It has discussed in detail while deciding issued no. 1 above that the petitioner had worked continuously from the year 1999. He was provided fictional breaks without any justification. Hence his seniority shall be reckoned from the date of his initially engagement. He shall be deemed to be continuous service of the respondent with all consequential benefit from the

initial date of his appointment and shall be considered for regularization accordingly. Hence this issue is decided accordingly.

Issues No. 3 and 4

14. The maintainability of the claim petition was primarily challenged on the ground of delay and laches taken only however shows that the same was issue by the petitioner within the reasonable period from the date when cause of action arose in his favour. This claim of the petitioner cannot be considered to be bad on account of delay and laches. Accordingly issues no. 3 and 4 are decided in the favour of the petitioner.

RELIEF

15. In view of my discussion on the issues No. 1 to 4 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for the seniority (considering initial engagement on daily wage basis) and continuity in service from the date of his initial engagement *i.e.* May, 1999. Seniority shall be reckoned from the date of his initially engagement. He shall be deemed to be continuous service with the respondent with all consequential benefits from the initial date of his appointment and shall be considered for regularization accordingly. Parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

**IN THE COURT OF Sh. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR
COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)**

Reference No. : 902/2016

Date of Institution : 24.12.2016

Date of Decision : 28.07.2025

Shri Ved Bias s/o Shri Rijhu Ram, r/o, Village Kali, P.O. Bat, Tehsil Chamba, District
Chamba, H.P. *..Petitioner.*

Versus

The Principal, Government Post Graduate College Chamba, District Chamba, H.P.

..Respondent.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Ms. Malhotra Bhavna Jyoti, Ld. Adv.

For the Respondent : Sh. D.S. Rana, Ld. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:—

“Whether termination of services of Shri Ved Bias s/o Shri Rijhu Ram, r/o Village Kali, P.O. Bat, Tehsil Chamba, District Chamba, H.P. *w.e.f.* 29.11.2014 by the Principal, Government Post Graduate College Chamba, District Chamba, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?”

2. The brief facts as mentioned in the claim petition are that the petitioner was appointed as Class IV employee in the Govt. Post Graduate College Chamba, District Chamba, H.P. by the respondent *w.e.f.* July, 1999. He alleged that his services were terminated without any notice by the respondent No. 1 *w.e.f.* 29th November, 2000. Thereafter, despite request he was not re-engaged. There was availability of work and funds, however, respondent No. 1 and officials assured the petitioner from time to time that he would be re-engaged whenever work and funds would be available. Petitioner being illiterate and hailing from remote area believed them but finally the respondent No. 1 refused to re-engage the petitioner in the first week of May, 2015. It is also asserted that certain persons who are junior to the petitioner are still continuing their job on daily wages in the same College. Respondents have completely ignored the provisions of Section 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947. Petitioner served the respondents demand notice dated 02.06.2015, but the Conciliation Proceedings before the Labour Officer failed. Petitioner asserted that he completed 240 days of continuous service in preceding 12 calendar months and also mentioned that the breaks if any given to him are fictitious or owing to the inclement weather. Petitioner prayed that claim may be allowed and he may be re-engaged by the respondent on the same post of Class-IV Employee in regular pay scale of the post with arrear of pay allowances and consequential benefits.

3. In reply preliminary objections qua maintainability and suppression of material facts have been raised. On merits, it is submitted that the petitioner was never appointed as Class- IV Employee *w.e.f.* July 1999 thus the question of terminating service on 29.11.2000 did not arise. It is further mentioned that the petitioner was engaged in April 2000 only for the examination duties by the Centre Superintendent on behalf of Himachal Pradesh University to conduct the annual exam of under graduate classes. The remuneration for the said period was spent on examination duties paid by the Centre Superintendent from the Himachal Pradesh University. The applicant was merely engaged to assist the college staff to cope up with the heavy work load of admissions for the session 2000-2001 and was paid remuneration out of the amalgamated fund of students for the same year. This fund is utilized for the welfare of the students as per XLII of the First Ordinance of H.P. University. The detail of payment made to the said petitioner out of the said funds is given as follow:—

Sr.No.	Period	No. of Days
1.	01-07-2000 to 31-07-2000	31 Days
2.	01-08-2000 to 31-08-2000	26 Days
3.	01-09-2000 to 02-07-2000 18-09-2000 to 30-09-2000	14 Days

Copy of the muster roll for the above mentioned period is also produced. It is asserted that the applicant was paid amalgamated funds which is not Government fund. The respondent has denied violation of Section 25-F, 25-G and 25-H of the Industrial Dispute Act 1947. It is also denied that the petitioner has completed 240 days of continuous work in the preceding 12 calendar months of his disengagement. Other averments made in the reply are denied and it is prayed that the claim deserves to be dismissed.

4. In rejoinder to the reply filed on behalf of respondent preliminary objections have been denied and facts stated in the claim petition have been reiterated and reaffirmed. It is mentioned that the applicant has preferred a petition No. OA(D) 588/2000 before the Hon'ble H.P. State Administrative Tribunal Shimla Bench at Dharamshala which was returned to the applicant for being presented before the Competent Forum.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

- Whether the termination of services of the petitioner by the respondent *w.e.f.* 29-11-2014 is/was illegal and unjustified, as alleged? *..OPP.*
- If issue no.1 is proved in affirmative to what service benefits the petitioner is entitled to? *..OPP.*
- Whether the claim petition is not maintainable, as alleged? *..OPR.*
- Whether the petitioner has not approached this Tribunal with clean hands and has suppressed the material facts, as alleged? *..OPR.*

Relief.

6. Petitioner has examined PW1 Sh. Krishan Chand. He has stated on oath that he had worked as Mali at Govt. Post Graduate College Chamba. Petitioner is known to him and petitioner was also working in the same College. PW2 Sh. Jatinder Kumar stated on oath that in the year 1995 he was appointed as a peon in the Govt. Post Graduate College Chamba. In the year 2007 he was transferred to the office of Block Primary Education Officer. The petitioner Ved Bias is known to him and petitioner had worked at Govt. Post Graduate College Chamba in the year 1999 for 1 ½ -2 years. The petitioner also produced affidavit Ext. PW3/A wherein he reiterated the facts stated in the claim petition and also produced on record copy of RTI letter dated 07.11.2016 Ext. PW3/B.

7. Respondent has examined Shri Madan Lal Guleria, Principal, Post Graduate Govt. Degree College Chamba by way of affidavit Ext. RW1/A. He also produced on record copy of hand book of HP University Ext. RW1/B, copy of attendance sheet of petitioner Ext. RW1/C.

8. I have heard the learned Counsel for the petitioner as well as learned District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	: No
Issue No. 2	: Decided accordingly
Issue No. 3	: Yes
Issue No. 4	: Yes
Relief.	: Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

ISSUES No. 1 & 2

10. It is contention of the petitioner stated in his affidavit that he was appointed as Class-IV Employee by the respondent *w.e.f.* July, 1999. He also mentioned that he worked continuously without any break with the respondent and also completed 240 days of continuous work till September, 2000. He has alleged that his services were disengaged by the respondent and despite availability of work and funds he was not re-engaged. He was assured by the respondent that as and when work would be available he would be engaged by them. However, respondent No.1 finally refused to re-engaged the petitioner in the first week of May, 2015. He alleges that provisions of Section 25-F, 25-G and 25-H of the Industrial Dispute Act, 1947 violated by the respondents. The case of the respondent is however not denial of employment of petitioner with the respondent but it is submitted by the RW1 Sh. Madan Lal Guleria that the petitioner was engaged merely to assist the college staff/office to cope up with heavy work load of admissions for the session 2000-2001. Mandays Chart pertaining to work done by the petitioner has been produced on the case file. Muster Roll pertaining to the work produced by the respondent on record which is Ext. RW1/C shows that the petitioner has worked in July, 2000 for 31 days, August, 2000 for 26 days and September, 2000 for 14 days. In additional to the above muster roll no other attendance record or payment record with respect to the work done by the petitioner has either produced by the respondent or by the petitioner himself. Thus, it appears that the petitioner had worked for total 6 months with the respondent and contrary to the contention of the petitioner that there is no record of completion of 240 days with the respondent. It is asserted by RW1 Sh. Madan Lal Guleria that the petitioner was paid remuneration out of the amalgamated fund of students which is utilized for the welfare of the students and it is not Government fund. He was not engaged for any period however, respondent has produced Hand book of Himachal Pradesh University Shimla, 1973 Ext. RW1/B in order to show mode of employment of the petitioner with the respondent.

11. PW1 Sh. Krishan Chand and PW2 Sh. Jatinder Kumar have stated that the petitioner had worked with the Government Post Graduate College Chamba. Though, PW1 Sh. Krishan Chand has stated that the petitioner worked for 7 to 8 years, PW2 Sh. Jatinder Kumar stated that the petitioner worked for 1 ½ to 2 years. Their versions are contrary to the pleadings of the petitioner who has asserted that he worked between the year 1999 and 2000 with the respondent. The petitioner in his cross examination has admitted that he was appointed in April, 2000 by the Centre Superintendent Himachal Pradesh University on examination duty. Though he has asserted that he was made to do other work also. He admitted that no such record of other worker has been produced on his behalf. Though he has denied muster roll produced on record by the respondent,

further he has not produced any record of service or payment being made to him for the said service by the respondent. RW1 Sh. Madan Lal Guleria has admitted that the petitioner had approached H.P. Administrative Tribunal in the year 2000 and notice was issued to them. He further denied that the respondents have admitted before the Administrative Tribunal that the petitioner was appointed by them. It is mentioned in the rejoinder by the petitioner that he had approached the H.P. Administrative Tribunal in the year 2000 from where his petition was returned for presenting before the appropriate forum. The petitioner has produced on record order dated 21.03.2002 passed by the H.P. Administrative Tribunal whereby the petition was returned for being presented to the Competent Forum. It appears that thereafter the petitioner had not approached the appropriate forum within reasonable time as the demand notice pertaining to the dispute has not been produced on record. The claim forwarded by the petitioner is with respect to the termination of the petitioner in the year 2000 and reference which has been made to this Court by the appropriate authority is with regard alleged termination of the petitioner *w.e.f.* 29.11.2014. It appears from the evidence that the petitioner was not in service with the respondent after September, 2000. Though it is submitted by the petitioner that after his termination he was assured by the respondent that he would be engaged as and when the work and funds would be available and finally the respondent refused to re-engage the petitioner in the year 2014. Statement of the petitioner is not supported by any oral and documentary evidence. There is no evidence on record to show after 2002 when petition was returned by the H.P. Administrative Tribunal, the petitioner has approached to appropriate authority within a reasonable time or had made any representation to the respondents to engage him.

12. In these circumstances of the present case respondent cannot be held liable for violation of Provisions of the Industrial Disputes Act as evidence does not show that the petitioner had completed 240 days of continuous service with the respondent prior alleged termination. The petitioner has also not able to prove on record that the persons junior to him retained by the respondent. The claim of the petitioner is also barred by delay and laches with no reasonable explanation of raising dispute after period more than 12 years and no evidence to prove that the Industrial Disputes remained alive during the said period. Thus, issues No. 1 & 2 are accordingly decided in the favour of respondent.

Issues No. 3 & 4.

13. The onus of proving these issues was on the respondent. The respondent has established by way of evidence that the petitioner was employee for a period less than 240 days prior to date of his alleged termination and there is no evidence to prove the violation of any provisions of Industrial Disputes Act, 1947. The petitioner had not approached the Court with clean hands as he has suppressed the facts that he did not complete 240 days of continuous work prior to his alleged termination/disengagement. Hence, these issues are decided in the favour of the respondent.

RELIEF

14. In view of my discussion on the above issues no 1 to 4 the claim petition does not deserve any merit accordingly the same is dismissed. Parties are left to bear their costs.

15. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 22/2020
Date of Institution : 02.3.2020
Date of Decision : 28.07.2025

Shri Amit Kumar s/o Shri Ujjager Singh, r/o Village Jatoli, P.O. Thora, Tehsil Nurpur,
District Kangra, H.P. *..Petitioner.*

Versus

1. The Principal, Government Pandit Jawahar Lal Nehru, Medical College & Hospital, Chamba, District Chamba, H.P. (Principal Employer)
2. The Director, M/s IL&FS Human Resources Limited, 26, Bhasula House, Om Vihar, 3A, New Delhi-110059.
3. The Director, M/s IL&FS Human Resources Limited, Government Pandit Jawahar Lal Nehru Medical College and Hospital Chamba, District Chamba, H.P. (Contractor) *..Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. O.P. Bhardwaj, Ld. Adv.
For Respondent No. 1 : Sh. Akshay Jaryal, Ld. Adv.
For Respondent No. 2 : Ms. Himakshi Gautam, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner:—

“Whether the termination of services of Shri Amit Kumar s/o Shri Ujjager Singh, r/o Village Jatoli, P.O. Thora, Tehsil Nurpur, District Kangra, H.P. by (i) the Principal, Government Pandit Jawahar Lal Nehru Medical College & Hospital Chamba, District Chamba, H.P. (Principal Employer), (ii) the Director, M/S IL & FS Human Resources

Limited, 26, Bhasula House, Om Vihar, 3A, New Delhi-110059, (iii) the Director, M/S IL & FS Human Resources Limited Government Pandit Jawahar Lal Nehru Medical College & Hospital Chamba, District Chamba, H.P. (Contractor), *w.e.f.* 01-06-2019, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, compensation and past service benefits the above worker is entitled to from the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner was engaged on daily wage basis in patient care/gardening department in April, 2018 in the establishment of respondents and he had worked continuously with the respondent's establishment/company. On 1.6.2019 the services of the petitioner were orally terminated by the respondents. The petitioner/workman is very poor man and he had no source of income. After termination of petitioner/workman he had approached the department time and again as well as requested so many times to re-engage the petitioner/workman but respondents not pay any heed for the same. It is asserted that the policy of regularization of daily wages workers framed by the State of Himachal Pradesh which requires 240 days of work in each calendar year but the respondent did not disclose the actual number of days before conciliation officer. Apart from this the respondents had given fictional breaks to the petitioner/workman and retrenched without giving any notice of retrenchment compensation in lieu of retrenchment. It is asserted that the breaks were to be counted towards continuous service for the purpose of calculation of 240 days as per Section 25-B of the Industrial Disputes Act, 1947. It is alleged that the services of the petitioner/workman were orally terminated by the respondents establishment/company without issuing any one month's notice in writing indicated reason for retrenchment. While terminating the services of the petitioner, the respondent had not resorted to the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. It is asserted that the petitioner had worked till 1.6.2019 on which date the services of petitioner were illegally disengaged by the respondents and as such without issuing any notice as required under Section 25-F of the Industrial Disputes Act, 1947 as well as without following the procedure as laid down for disengagement of service. It is alleged that the respondents establishment/company had re-engaged numbers of new workman from time to time after verbal termination of services of petitioner. Moreover sufficient work was available with the respondents establishment/company. It is alleged that the at the time of terminating the services of petitioner the persons junior to him were retained in service continuously without any breaks and they have been regularized. The action on the part of the respondents establishment/company with regard to retrenching the petitioner/workman as well as retained junior was in violation of the principle of 'last come first go' as envisaged under Section 25-G of the Industrial Disputes Act. It is asserted that the persons whose services were illegally terminated by the respondents establishment/company along with petitioner were re-engaged and no opportunity of re-employment was ever given to the petitioner and preference was given to other persons as well as junior persons to the petitioner. The act and conduct of the respondents establishment/company was illegal and highly unjustified as against the provisions of Section 25-H of the Industrial Disputes Act. It is asserted that the petitioner was orally terminated without following the mandatory provisions of Sections 25-F and 25-G of the Industrial Disputes Act. It is asserted that since the year 2018 the petitioner was never closed from work himself till the date of his illegal termination but respondents establishment/company had not provided work and there was no fault on the part of petitioner. The petitioner was never charge-sheeted for any act of indiscipline, negligence of work or misconduct and as such worked with full devotion. The act of the respondents was highly unjustified and also against the principle of natural justice as well as violation of Article 14 and 16 of the Constitution of India. The petitioner was unemployed from the date of his illegal termination *i.e.* 1st June, 2019 till date and he was not gainfully employed anywhere and as such the petitioner be held entitled for back wages. In view of the above submissions the respondents establishment/company is alleged to have violated the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 and infringed the fundamental rights as enshrined under

Articles 14, 16 and 21 of Constitution while illegally terminated the services of petitioner. It is alleged that the action of respondents establishment/company was also malafide, arbitrary, unconstitutional, illegal, highly unjustified and against the principle of natural justice which amounts to unfair labour practices. It is prayed that oral order of termination/retranchment of petitioner may be set aside and respondent be directed to reinstate the services of petitioner along-with seniority including continuity in service as well as full back wages. It is further prayed that the respondents establishment/company may be directed to set aside illegal breaks from the year 2018 to 1.6.2019. It is also prayed that the petitioner be reinstated *w.e.f.* 1.6.2019 along-with benefit of continuous service and back wages.

3. In reply on behalf of respondent no.1 to the claim petition preliminary objections qua maintainability, locus standi, cause of action and suppression of material facts have been raised. On merits, it admitted that the petitioner had worked in patient care/gardening in Pandit JLN GMC & Hospital Chamba. It is asserted that the petitioner was engaged by IL&FS Human Resources Limited. It is asserted that when the government permitted to run the medical college at Chamba in the name of Pt. JLN GMC & Hospital Chamba then they required staff for smooth working of institution as per sanction letter from Special Secretary (Health) to the Government of Himachal Pradesh. Thereafter they decided to take some staff from the firm and company who provides manpower on outsource basis. The process the tender was awarded to IL&FS Human Resources Limited *i.e.* respondent no. 2 to provide manpower as per requirement of the institution. It is asserted that the petitioner was not engaged by the respondent no.1 but he was engaged by respondent no. 2. It is asserted that the services of petitioner were terminated *w.e.f.* 1.6.2019. It is denied that petitioner was orally terminated by the answering respondent. It is asserted that the then Principal Pt. JLN GMC & Hospital Chamba held a meeting on 1.12.2018 regarding reorganization outsource security service and sanitation service in Pt. JLN GMC & Hospital Chamba and it was decided to fill the outsource staff as per requirement of work. The respondent no. 1 had directed the respondent no. 2 to provide outsource manpower as per list. It is asserted that respondent no. 2 is a private company and respondent has nothing to do with its internal matter. The company terminated the petitioner. It is also submitted that respondent no. 2 is not providing outsource manpower now days. The tender was awarded to another company who are providing outsource manpower these days to respondent no. 1. Neither the petitioner was employee nor having contract with respondent no. 1 and the policy framed by State of H.P. is not applicable in the present case. Other averments made in the claim petition are denied and it is prayed that the claim petition deserves to be dismissed.

4. In reply on behalf of respondents 2 and 3 to the claim petition preliminary objections qua maintainability, cause of action and estoppel have been raised. On merits, it is admitted that the petitioner/workman was engaged as daily wager on 3.3.2018. It is denied for want of knowledge that the petitioner/workman was a poor person. It is asserted that the State of H.P. framed policy for regularization of daily wages workers which required 240 days in each calendar year. It is denied that the answering respondent had given fictional breaks to the petitioner/workman and retrenched him without notice. The termination was made in accordance with procedure, rules and after observing all formalities. It is admitted that the services of petitioner were disengaged *w.e.f.* 1.6.2019. The termination was made due to non availability of work with the answering respondent at that relevant time and the proper procedure was followed and there was no violation of provisions of Section 25-G of the Industrial Disputes Act. It is admitted that respondent had working since 2018. No fictional breaks were given to petitioner. It is denied that any junior workmen were favoured. The services of petitioner/workman was not disengaged due to any misconduct so the question of serving charge sheet or conducting inquiry does not arise at all. Other averments made in the claim petition are denied and deserves to be dismissed.

5. No rejoinder was filed on behalf of the petitioner.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner have been terminated by the respondents without complying with the provisions of the I.D. Act, 1947, as alleged? ..*OPP*.
2. If issue no. 1 is proved in affirmative, to what relief, the petitioner is entitled to? ..*OPP*.
3. Whether the claim petition is not maintainable and the petitioner has no locus standi to file the claim, as alleged? ..*OPR 1 & 2*.
4. Whether the petitioner has no cause of action to file the claim petition, as alleged? ..*OPR 1 & 2*.
5. Whether the petitioner was not the employee of the respondent no. 1, as alleged? ..*OPR 1 & 2*.
6. Relief

7. The petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A wherein he has reiterated the facts stated in the claim petition.

8. Respondent on the other hand has examined Shri Dr. Pankaj Gupta by way of affidavit Ext. RW1/A wherein he has reiterated the facts stated in the reply. He has also produced on record copy of notification dated 10.2.2016 Ext. RW1/B, copy of letter dated 16.3.2017 Ext. RW1/C, copies of award letters Ext. RW1/D to Ext. RW1/H, copy of invoice dated 8.3.2018 Ext. RW1/J, copy of attendance sheet Ext. RW1/K, copy of invoice dated 8.3.2018 Ext. RW1/L, copy of attendance sheet Ext. RW1/M, copy of invoice dated 2.5.2018 Ext. RW1/N, copy of attendance sheet April, 2018 Ext. RW1/P, copy of invoice dated 5.6.2018 Ext. RW1/Q, copy of attendance report dated 1.5.2018 to 31.5.2018 Ext. RW1/R, copy of bill for the month of July, 2018 Ext. RW1/S, copy of attendance report dated 1.6.2018 to 30.6.2018 Ext. RW1/T, copy of invoice of January 2019 Ext. RW1/U, copy of attendance report dated 1.2.2018 to 31.12.2018 Ext. RW1/V, copy of invoice for 1.3.2019 Ext. RW1/W, copy of attendance report for 1.2.2019 to 28.2.2019 Ext. RW1/X, copy of Audit para and findings Ext. RW1/Y, copy of minutes of meeting Ext. RW1/Z, copy of minutes of meeting dated 20.2.2019 Ext. RW1/Z1, copy of letter dated 12.3.2019 Ext. RW1/Z2, copy of letter dated 20.5.2019 Ext. RW1/Z4 and copy of letter dated 15.6.2019 Ext. RW1/Z5. Respondent no.2 has examined Shri Gopal Krishan, Chief Executive Director of IL&FS, Human Resources Ltd, Chamba by way of affidavit Ext. RW2/A and also produced on record copy of letter dated 6.3.2018 Ext. RW2/B.

9. I have heard the learned Counsel for the petitioner as well as learned for the respondents at length and records perused.

10. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	: Partly yes
Issue No. 2	: Decided accordingly
Issue No. 3	: No
Issue No. 4	: No

Issue No. 5 : No

Relief. : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS**Issues No. 1 and 5**

11. Both the issues shall be taken up together for the purpose of adjudication.

12. Petitioner Amit Kumar has deposed on oath that he was engaged in patient care/gardening department on daily wage basis by the respondents' establishment in April, 2018. On 1.6.2019 his services were orally terminated without compliance of the provisions of the Industrial Disputes Act. He was given intentional breaks in service. He has alleged the violation of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act. RW1 Dr. Pankaj Gupta has stated that as per notification dated 8.9.2017 the Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba for hiring the services of manpower on outsource basis a tender was floated for said purpose. The tender was awarded to respondent no. 2. Thus petitioner was not engaged by respondent no. 1 and respondent no. 1 had no control over the management and working of the petitioner. He also states that petitioner was not selected as per government norms and due selection process and thus relief of reinstatement cannot be granted in the favour of petitioner. Attendance was marked by respondent no. 2 and petitioner worked under the direct control and supervision of respondent no. 2. He also states that the Principal of Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba held meeting on 1.12.2018 and committee decided to fill outsource staff as per requirement of the work. Respondent no. 2 was directed to provide outsource manpower as per list sanctioned by the committee. Thus the petitioner was not an employee of respondent no. 1 hence there was no employer employee relationship between the petitioner and respondent no. 1. It cannot be held that there was any violation of the provisions of the Industrial Disputes Act, 1947 by the respondent no. 1

13. RW2 Shri Gopal Krishnan, Chief Executive Director, IL & FS Human Resources Ltd., Chamba has admitted that petitioner was engaged as daily wagger on 3.3.2018 on outsource basis and according to him the services of petitioner were terminated in accordance with the affidavit furnished by him. The affidavit mentioned that petitioner was engaged on temporary basis only for one year and his services can be terminated if required.

14. It is pertinent to mention here that no appointment letter in respect of petitioner is produced on record by either of respondents. The affidavit Ext. RA is admitted document executed by the petitioner in respect of his employment dated 7.2.2018. RW2 Shri Gopal Krishnan has mentioned in his statement that petitioner was engaged on 3.3.2018 thus the date of engagement of petitioner can be safely considered as 3.3.2018. The mandays charts Ext. RW1/M, Ext. RW1/P, Ext. RW1/R, Ext. RW1/T and Ext. RW1/X have been produced on record by respondent no. 1. It is not expressly denied by either of the respondents that the petitioner had completed continuous service of 240 days preceding his termination. On one hand RW1 Dr. Pankaj Gupta has mentioned that attendance of the workers was marked by respondent no. 2. On the other hand the mandays chart pertaining to the workers have been produced on record. No record of attendance is produced by respondent no. 2. There is no express statement made by respondent witnesses regarding the number of days in which the petitioner has served with the respondents. The factum of fictional breaks has been denied in the pleadings however no statement of witness on behalf of respondents supports these pleadings. It is also not expressly denied that petitioner was employed in April, 2018 and disengaged in June, 2019. Thus the respondents have not contested that petitioner had

completed one year of service. There is no contention that petitioner had not worked for 240 days. In absence of absolute record pertaining to the services of rendered by petitioner being suppressed by the respondents, breaks if any given in services of the petitioner are liable to be condoned as continuous period of service. It is evident from the pleadings and statement of the parties that petitioner had worked continuously with the respondent preceding his termination. The affidavit Ext.RA is dated 7.2.2018 and disengagement of petitioner on 1.6.2019 *i.e.* after a period much beyond one year as per undertaking affidavit referred as Ext.RA. Even if it is considered that the engagement of petitioner was on 3.3.2018 he was disengaged on 1.6.2019 which indicates that he was not bound by alleged undertaking in Ext. RA at the time of his termination.

15. Petitioner has alleged employer employee relationship with respondent no. 1. Pt. Jawahar Lal Nehru Govt. Medical College. The Hospital was notified vide Ext. RW1/B and letter regarding filling of the posts is dated 16.3.2017 Ext. RW1/C. Ext. RW1/D is an award letter to respondent no. 2 by respondent no. 1 to supply manpower. Ext. RW1/E is an award letter for patient care service dated 1.1.2018 for one financial year. Ext. RW1/F is award letter of patient care services dated 1.2.2018 in one financial year. Ext. RW1/C is an award letter for patient care service dated 6.3.2018 for one year. Ext. RW1/H is an award letter for patient care service dated 6.4.2018 for one year. These documents exhibited awarded patient care services to the respondent no. 2 only to be maximum upto 6.4.2018.

16. The services of petitioner were terminated on 1.6.2019 consequent the letter Ext. RW1/Z3 and Ext. RW1/Z4 issued by the respondent no. 1 to respondent no. 2. This may be due to audit objection but it is clear that petitioner was working during month of May, 2019 also when there is no such award letter on behalf of respondent no. 1 in favour of the respondent no. 2. The work was done merely on the basis of invoice/payment. Thereafter the services of the petitioner were abruptly discontinued pursuant to the above mentioned communication. There was no compliance of provisions of Section 25-F of the Industrial Disputes Act.

17. The contention of respondent no. 1 that there was no relationship between the petitioner and the respondent no. 1 is misconceived in the circumstances of present case. Hon'ble Supreme Court in **SAIL v. National Union Waterfront Workers, ("SAIL Judgment"), (2001) 7 SCC 1** has held as follows:—

“On issuance of prohibition notification under Section 10(1) of the CLRA prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is not found to be genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment.”

Similarly the Hon'ble Supreme Court held in **Workmen of Nilgiri Coop. Mktg. Society Ltd. v. State of T.N., 2001 (7SCC) 1** has discussed test/factor which shall determine (sham arrangement) and whether employer and employee relationship exists between principal employer and contract labour as follows:—

“The Court held that several factors that would have a bearing on the issue, are:

(a) who is appointing authority;

- (b) who is the pay master;
- (c) who can dismiss;
- (d) how long alternative service lasts;
- (e) the extent of control and supervision;
- (f) the nature of the job, e.g. whether, it is professional or skilled work;
- (g) nature of establishment;
- (h) the right to reject. In an earlier case, *Hussainbhai v. Alath Factory Thezhilali Union*, 37 it had been held as follows: “Where a worker or group of workers labour to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers’ subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though Sniped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor”

The tests for the determination of an employer and employee relationship in context of contract labour were also laid down in the decision of *National Airport Authority v. Bangalore Airport Service Coop. Society*, the excerpt of which is as follows:—

“In order to determine whether the applicants were the workmen of the appellants and thus there was the relationship of employer and employee between the appellants and the applicants, both the Single Judge and the Labour Court should have considered, firstly, whether there was a contract of employment between the appellants and applicants. Secondly, whether the portage service was incidental or integral part of the functions of the airport authorities.”

18. The petitioner has stated during his cross-examination that they were appointed by medical college and emphasized but did the work of medical college. Petitioner has mentioned that he did work of patient care. He admits that salary was paid by IL&FS company. In cross-examination by the learned counsel for respondent no.2 he admits that he was an employee of medical college. Petitioner also admits that he was kept on the directions of medical college and also terminated on their directions. RW1 Dr. Pankaj Gupta has admitted that the petitioner worked in the their department from 2018 to 2019 but he also added that the petitioner was employed by company. Though he denied that on their directions company provided manpower and terminated the services of the workmen. He however admitted that letter Ext. R2 was issued by their office directing that all outsource services be stopped. He admits that on 1.3.2019 no information of discontinuation of work was given to respondent no.2. It is pertinent to mention here that there is no tender produced on record by the respondents which would show any contract between them expiring on 30.5.2019 *i.e.* date on which the directions of termination of outsource service was issued by respondent no. 1 to respondent no. 2. Thus the workforce after 30.5.2019 was working beyond any tender and contract of supply of labour between respondents and this clearly signifies that the petitioner was employees under Contract Labour (Regulation & Abolition) Act, 1970 and

his services were terminated abruptly on the directions of the respondent no.1 by respondent no.2 without any compliance of mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. The evidence on record clearly shows that the petitioner was doing the work of patient care and his attendance record was being kept by the medical college. Without any valid compliance under Contract Labour (Regulation & Abolition) Act, 1970 the respondents were taking the services of the petitioner merely to avoid mandatory provisions of the Industrial Disputes Act. It is proved that the final termination of the services of petitioner was carried out on the directions of respondent no. 1 by respondent no. 2 in violation of the mandatory provisions of the Industrial Disputes Act.

19. It has been established that respondents dispensed with the services of the petitioner without mandatory notice or pay in lieu of notice under Section 25-F however there is no enough evidence to establish that the persons junior to the petitioner are still working with the respondents or new person were employed after his termination. Thus Issues no.1 and 5 are decided in the favour of the petitioner.

Issue No. 2

20. It has been proved while discussing issue no.1 above that there was an employer employee relationship between the petitioner and respondent no.1 as well as respondent no.2. The services of the petitioner were terminated on the directions of the respondent no.1 without mandatory compliance of the provisions of the Industrial Disputes Act, 1947. In these circumstances the respondents are jointly as well as severally liable for the violation of the provisions of the Industrial Disputes Act. There is no permanent post on which the petitioner was employed by the respondents hence the relief of reinstatement cannot be granted in his favour however petitioner succeeds in proving the fact that he was terminated in violation of mandatory provisions of the Industrial Disputes Act. The petitioner is held entitled to the compensation of Rs. 50,000/- from each of the respondents along-with interest @ 6% from the date of his termination till the realization of the amount. Hence this issue is decided accordingly.

Issues No. 3 & 4

21. The onus of proving these issues was on the respondents. It is proved from overwhelming evidence that the petitioner was employed by respondents no. 1 and 2 and his services were terminated in violation of the mandatory provisions of law hence the claim petition is maintainable and petitioner has enforceable cause of action against both the respondents. Hence issues no. 3 and 4 are accordingly decided in the favour of the petitioner.

Relief

22. In view of my discussion on the issues no. 1 to 5 above, the relief of reinstatement cannot be granted in the favour of the petitioner however the petitioner is held entitled to the compensation of Rs. 50,000/- from each of the respondents along-with interest @ 6% from the date of his termination till the realization of the amount. Parties are left to bear their costs.

23. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 24/2020

Date of Institution : 02.3.2020

Date of Decision : 28.07.2025

Shri Narender Singh s/o Shri Sulakhan Singh, r/o Village Jatoli, P.O. Thora, Tehsil Nurpur,
District Kangra, H.P. *..Petitioner.*

Versus

1. The Principal, Government Pandit Jawahar Lal Nehru Medical College & Hospital,
Chamba, District Chamba, H.P. (Principal Employer)

2. The Director, M/s IL&FS Human Resources Limited, 26, Bhasula House, Om Vihar,
3A, New Delhi-110059.

3. The Director, M/s IL & FS Human Resources Limited, Government Pandit Jawahar
Lal Nehru Medical College and Hospital Chamba, District Chamba, H.P. (Contractor)

..Respondents.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. O.P. Bhardwaj, Ld. Adv.

For Respondent No. 1 : Sh. Akshay Jaryal, Ld. Adv.

For Respondent No. 2 : Ms. Himakshi Gautam, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner:—

“Whether the termination of services of Shri Narender Singh s/o Shri Sulakhan Singh, r/o Village Jatoli, P.O. Thora, Tehsil Nurpur, District Kangra, H.P. by (i) the Principal, Government Pandit Jawahar Lal Nehru Medical College & Hospital Chamba, District Chamba, H.P. (Principal Employer), (ii) the Director, M/S IL & FS Human Resources

Limited, 26, Bhasula House, Om Vihar, 3A, New Delhi-110059, (iii) the Director, M/S IL & FS Human Resources Limited Government Pandit Jawahar Lal Nehru Medical College & Hospital Chamba, District Chamba, H.P. (Contractor), *w.e.f.* 01-06-2019, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, compensation and past service benefits the above worker is entitled to from the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner was engaged on daily wage basis in patient care/gardening department *w.e.f.* 3.3.2018 in the establishment of respondents and he had worked continuously with the respondent's establishment/company. On 1.6.2019 the services of the petitioner were orally terminated by the respondents. The petitioner/workman is very poor man and he had no source of income. After termination of petitioner/workman he had approached the department time and again as well as requested so many times to re-engage the petitioner/workman but respondents not pay any heed for the same. It is asserted that the policy of regularization of daily wages workers framed by the State of Himachal Pradesh which requires 240 days of work in each calendar year but the respondent did not disclose the actual number of days before conciliation officer. Apart from this the respondents had given fictional breaks to the petitioner/workman and retrenched without giving any notice of retrenchment compensation in lieu of retrenchment. It is asserted that the breaks were to be counted towards continuous service for the purpose of calculation of 240 days as per Section 25-B of the Industrial Disputes Act, 1947. It is alleged that the services of the petitioner/workman were orally terminated by the respondents establishment/company without issuing any one month's notice in writing indicated reason for retrenchment. While terminating the services of the petitioner, the respondent had not resorted to the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. It is asserted that the petitioner had worked till 1.6.2019 on which date the services of petitioner were illegally disengaged by the respondents and as such without issuing any notice as required under Section 25-F of the Industrial Disputes Act, 1947 as well as without following the procedure as laid down for disengagement of service. It is alleged that the respondents establishment/company had re-engaged numbers of new workman from time to time after verbal termination of services of petitioner. Moreover sufficient work was available with the respondents establishment/company. It is alleged that the at the time of terminating the services of petitioner the persons junior to him were retained in service continuously without any breaks and they have been regularized. The action on the part of the respondents establishment/company with regard to retrenching the petitioner/workman as well as retained junior was in violation of the principle of 'last come first go' as envisaged under Section 25-G of the Industrial Disputes Act. It is asserted that the persons whose services were illegally terminated by the respondents establishment/company along with petitioner were re-engaged and no opportunity of re-employment was ever given to the petitioner and preference was given to other persons as well as junior persons to the petitioner. The act and conduct of the respondents establishment/company was illegal and highly unjustified as against the provisions of Section 25-H of the Industrial Disputes Act. It is asserted that the petitioner was orally terminated without following the mandatory provisions of Sections 25-F and 25-G of the Industrial Disputes Act. It is asserted that since the year 2018 the petitioner was never closed from work himself till the date of his illegal termination but respondents establishment/company had not provided work and there was no fault on the part of petitioner. The petitioner was never charge-sheeted for any act of indiscipline, negligence of work or misconduct and as such worked with full devotion. The act of the respondents was highly unjustified and also against the principle of natural justice as well as violation of Article 14 and 16 of the Constitution of India. The petitioner was unemployed from the date of his illegal termination *i.e.* 1st June, 2019 till date and he was not gainfully employed anywhere and as such the petitioner be held entitled for back wages. In view of the above submissions the respondents establishment/company is alleged to have violated the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 and infringed the fundamental rights as enshrined under

Articles 14, 16 and 21 of Constitution while illegally terminated the services of petitioner. It is alleged that the action of respondents establishment/company was also malafide, arbitrary, unconstitutional, illegal, highly unjustified and against the principle of natural justice which amounts to unfair labour practices. It is prayed that oral order of termination/retranchment of petitioner may be set aside and respondent be directed to reinstate the services of petitioner along-with seniority including continuity in service as well as full back wages. It is further prayed that the respondents establishment/company may be directed to set aside illegal breaks from the year 2018 to 1.6.2019. It is also prayed that the petitioner be reinstated *w.e.f.* 1.6.2019 along-with benefit of continuous service and back wages.

3. In reply on behalf of respondent no.1 to the claim petition preliminary objections qua maintainability, locus standi, cause of action and suppression of material facts have been raised. On merits, it admitted that the petitioner had worked in patient care/gardening in Pandit JLN GMC & Hospital Chamba. It is asserted that the petitioner was engaged by IL&FS Human Resources Limited. It is asserted that when the government permitted to run the medical college at Chamba in the name of Pt. JLN GMC & Hospital Chamba then they required staff for smooth working of institution as per sanction letter from Special Secretary (Health) to the Government of Himachal Pradesh. Thereafter they decided to take some staff from the firm and company who provides manpower on outsource basis. The process the tender was awarded to IL&FS Human Resources Limited *i.e.* respondent no. 2 to provide manpower as per requirement of the institution. It is asserted that the petitioner was not engaged by the respondent no. 1 but he was engaged by respondent no. 2. It is asserted that the services of petitioner were terminated *w.e.f.* 1.6.2019. It is denied that petitioner was orally terminated by the answering respondent. It is asserted that the then Principal Pt. JLN GMC & Hospital Chamba held a meeting on 1.12.2018 regarding reorganization outsource security service and sanitation service in Pt. JLN GMC & Hospital Chamba and it was decided to fill the outsource staff as per requirement of work. The respondent no. 1 had directed the respondent no. 2 to provide outsource manpower as per list. It is asserted that respondent no. 2 is a private company and respondent has nothing to do with its internal matter. The company terminated the petitioner. It is also submitted that respondent no. 2 is not providing outsource manpower now days. The tender was awarded to another company who are providing outsource manpower these days to respondent no.1. Neither the petitioner was employee nor having contract with respondent no. 1 and the policy framed by State of H.P. is not applicable in the present case. Other averments made in the claim petition are denied and it is prayed that the claim petition deserves to be dismissed.

4. In reply on behalf of respondents no. 2 and 3 to the claim petition preliminary objections qua maintainability, cause of action and estoppel have been raised. On merits, it is admitted that the petitioner/workman was engaged as daily wager on 3.3.2018. It is denied for want of knowledge that the petitioner/workman was a poor person. It is asserted that the State of H.P. framed policy for regularization of daily wages workers which required 240 days in each calendar year. It is denied that the answering respondent had given fictional breaks to the petitioner/workman and retrenched him without notice. The termination was made in accordance with procedure, rules and after observing all formalities. It is admitted that the services of petitioner were disengaged *w.e.f.* 1.6.2019. The termination was made due to non availability of work with the answering respondent at that relevant time and the proper procedure was followed and there was no violation of provisions of Section 25-G of the Industrial Disputes Act. It is admitted that respondent had working since 2018. No fictional breaks were given to petitioner. It is denied that any junior workmen were favoured. The services of petitioner/workman was not disengaged due to any misconduct so the question of serving charge sheet or conducting inquiry does not arise at all. Other averments made in the claim petition are denied and deserves to be dismissed.

5. No rejoinder was filed on behalf of the petitioner.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner have been terminated by the respondents without complying with the provisions of the I.D. Act, 1947, as alleged? ..*OPP*.
2. If issue no. 1 is proved in affirmative, to what relief, the petitioner is entitled to? ..*OPP*.
3. Whether the claim petition is not maintainable and the petitioner has no locus standi to file the claim, as alleged? ..*OPR 1 & 2*.
4. Whether the petitioner has no cause of action to file the claim petition, as alleged? ..*OPR 1 & 2*.
5. Whether the petitioner was not the employee of the respondent no. 1, as alleged? ..*OPR 1 & 2*.

6. Relief

7. The petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A wherein he has reiterated the facts stated in the claim petition.

8. Respondent on the other hand has examined Shri Dr. Pankaj Gupta by way of affidavit Ext. RW1/A wherein he has reiterated the facts stated in the reply. He has also produced on record copy of notification dated 10.2.2016 Ext. RW1/B, copy of letter dated 16.3.2017 Ext. RW1/C, copies of award letters Ext. RW1/D to Ext. RW1/H, copy of invoice dated 8.3.2018 Ext. RW1/J, copy of attendance sheet Ext. RW1/K, copy of invoice dated 8.3.2018 Ext. RW1/L, copy of attendance sheet Ext. RW1/M, copy of invoice dated 2.5.2018 Ext. RW1/N, copy of attendance sheet April, 2018 Ext. RW1/P, copy of invoice dated 5.6.2018 Ext. RW1/Q, copy of attendance report dated 1.5.2018 to 31.5.2018 Ext. RW1/R, copy of bill for the month of July, 2018 Ext. RW1/S, copy of attendance report dated 1.6.2018 to 30.6.2018 Ext. RW1/T, copy of invoice of January 2019 Ext. RW1/U, copy of attendance report dated 1.2.2018 to 31.12.2018 Ext. RW1/V, copy of invoice for 1.3.2019 Ext. RW1/W, copy of attendance report for 1.2.2019 to 28.2.2019 Ext. RW1/X, copy of Audit para and findings Ext. RW1/Y, copy of minutes of meeting Ext. RW1/Z, copy of minutes of meeting dated 20.2.2019 Ext. RW1/Z1, copy of letter dated 12.3.2019 Ext. RW1/Z2, copy of letter dated 20.5.2019 Ext. RW1/Z4 and copy of letter dated 15.6.2019 Ext. RW1/Z5. Respondent no. 2 has examined Shri Gopal Krishan, Chief Executive Director of IL&FS, Human Resources Ltd. Chamba by way of affidavit Ext. RW2/A and also produced on record copy of letter dated 6.3.2018 Ext. RW2/B and copy of letter dated 30.5.2019 Ext. RW2/C.

9. I have heard the learned Counsel for the petitioner as well as learned for the respondents at length and records perused.

10. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : Partly yes

Issue No. 2 : Decided accordingly

Issue No. 3 : No

Issue No. 4 : No

Issue No. 5 : No

Relief : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 5

11. Both the issues shall be taken up together for the purpose of adjudication.

12. Petitioner Narender Singh has deposed on oath that he was engaged in patient care/gardening department on daily wage basis by the respondents' establishment in March, 2018. On 1.6.2019 his services were orally terminated without compliance of the provisions of the Industrial Disputes Act. He was given intentional breaks in service. He has alleged the violation of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act. RW1 Dr. Pankaj Gupta has stated that as per notification dated 8.9.2017 the Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba for hiring the services of manpower on outsource basis a tender was floated for said purpose. The tender was awarded to respondent no. 2. Thus petitioner was not engaged by respondent no. 1 and respondent no. 1 had no control over the management and working of the petitioner. He also states that petitioner was not selected as per government norms and due selection process and thus relief of reinstatement cannot be granted in the favour of petitioner. Attendance was marked by respondent no. 2 and petitioner worked under the direct control and supervision of respondent no. 2. He also states that the Principal of Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba held meeting on 1.12.2018 and committee decided to fill outsource staff as per requirement of the work. Respondent no. 2 was directed to provide outsource manpower as per list sanctioned by the committee. Thus the petitioner was not an employee of respondent no. 1 hence there was no employer employee relationship between the petitioner and respondent no. 1. It cannot be held that there was any violation of the provisions of the Industrial Disputes Act, 1947 by the respondent no. 1

13. RW2 Shri Gopal Krishnan, Chief Executive Director, IL&FS Human Resources Ltd., Chamba has admitted that petitioner was engaged as daily wager on 3.3.2018 on outsource basis and according to him the services of petitioner were terminated in accordance with the affidavit furnished by him. The affidavit mentioned that petitioner was engaged on temporary basis only for one year and his services can be terminated if required.

14. It is pertinent to mention here that no appointment letter in respect of petitioner is produced on record by either of respondents. The affidavit Ext. RA is admitted document executed by the petitioner in respect of his employment dated 7.2.2018. RW2 Shri Gopal Krishnan has mentioned in his statement that petitioner was engaged on 3.3.2018 thus the date of engagement of petitioner can be safely considered as 3.3.2018. The mandays charts Ext. RW1/M, Ext. RW1/P, Ext. RW1/R, Ext. RW1/T and Ext. RW1/X have been produced on record by respondent no. 1. It is not expressly denied by either of the respondents that the petitioner had completed continuous service of 240 days preceding his termination. On one hand RW1 Dr. Pankaj Gupta has mentioned that attendance of the workers was marked by respondent no. 2. On the other hand the mandays chart pertaining to the workers have been produced on record. No record of attendance is produced by respondent no. 2. There is no express statement made by respondent witnesses regarding the number of days in which the petitioner has served with the respondents. The factum of fictional breaks has been denied in the pleadings however no statement of witness on behalf of respondents

supports these pleadings. It is also not expressly denied that petitioner was employed in March, 2018 and disengaged in June, 2019. Thus the respondents have not contested that petitioner had completed one year of service. There is no contention that petitioner had not worked for 240 days. In absence of absolute record pertaining to the services of rendered by petitioner being suppressed by the respondents, breaks if any given in services of the petitioner are liable to be condoned as continuous period of service. It is evident from the pleadings and statement of the parties that petitioner had worked continuously with the respondent preceding his termination. The affidavit Ext. RA is dated 7.2.2018 and disengagement of petitioner on 1.6.2019 *i.e.* after a period much beyond one year as per undertaking affidavit referred as Ext. RA. Even if it is considered that the engagement of petitioner was on 3.3.2018 he was disengaged on 1.6.2019 which indicates that he was not bound by alleged undertaking in Ext. RA at the time of his termination.

15. Petitioner has alleged employer employee relationship with respondent no.1. Pt. Jawahar Lal Nehru Govt. Medical College. The Hospital was notified vide Ext. RW1/B and letter regarding filling of the posts is dated 16.3.2017 Ext. RW1/C. Ext. RW1/D is an award letter to respondent no. 2 by respondent no.1 to supply manpower. Ext. RW1/E is an award letter for patient care service dated 1.1.2018 for one financial year. Ext. RW1/F is award letter of patient care services dated 1.2.2018 in one financial year. Ext. RW1/C is an award letter for patient care service dated 6.3.2018 for one year. Ext. RW1/H is an award letter for patient care service dated 6.4.2018 for one year. These documents exhibited awarded patient care services to the respondent no. 2 only to be maximum upto 6.4.2018.

16. The services of petitioner were terminated on 1.6.2019 consequent the letter Ext. RW1/Z3 and Ext. RW1/Z4 issued by the respondent no.1 to respondent no.2. This may be due to audit objection but it is clear that petitioner was working during month of May, 2019 also when there is no such award letter on behalf of respondent no.1 in favour of the respondent no.2. The work was done merely on the basis of invoice/payment. Thereafter the services of the petitioner were abruptly discontinued pursuant to the above mentioned communication. There was no compliance of provisions of Section 25-F of the Industrial Disputes Act.

17. The contention of respondent no.1 that there was no relationship between the petitioner and the respondent no. 1 is misconceived in the circumstances of present case. Hon'ble Supreme Court in **SAIL v. National Union Waterfront Workers, ("SAIL Judgment"), (2001) 7 SCC 1** has held as follows:—

“On issuance of prohibition notification under Section 10(1) of the CLRA prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is not found to be genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment.”

Similarly the Ho'ble Supreme Court held in **Workmen of Nilgiri Coop. Mktg. Society Ltd. v. State of T.N., 2001 (7SCC) 1** has discussed test/factor which shall determine (sham arrangement) and whether employer and employee relationship exists between principal employer and contract labour as follows:—

“The Court held that several factors that would have a bearing on the issue, are:

- (a) who is appointing authority;
- (b) who is the pay master;
- (c) who can dismiss;
- (d) how long alternative service lasts;
- (e) the extent of control and supervision;
- (f) the nature of the job, e.g. whether, it is professional or skilled work;
- (g) nature of establishment;
- (h) the right to reject. In an earlier case, *Hussainbhai v. Alath Factory Thezhilali Union*, 37 it had been held as follows: “Where a worker or group of workers labour to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers’ subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though Sniped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor”

The tests for the determination of an employer and employee relationship in context of contract labour were also laid down in the decision of *National Airport Authority v. Bangalore Airport Service Coop. Society*, the excerpt of which is as follows:—

“In order to determine whether the applicants were the workmen of the appellants and thus there was the relationship of employer and employee between the appellants and the applicants, both the Single Judge and the Labour Court should have considered, firstly, whether there was a contract of employment between the appellants and applicants. Secondly, whether the portage service was incidental or integral part of the functions of the airport authorities.”

18. The petitioner has stated during his cross-examination that they were appointed by medical college and emphasized but did the work of medical college. Petitioner has mentioned that he did work of patient care. He admits that salary was paid by IL&FS company. In cross-examination by the learned counsel for respondent no.2 he admits that he was an employee of medical college. Petitioner also admits that he was kept on the directions of medical college and also terminated on their directions. RW1 Dr. Pankaj Gupta has admitted that the petitioner worked in the their department from 2018 to 2019 but he also added that the petitioner was employed by company. Though he denied that on their directions company provided manpower and terminated the services of the workmen. He however admitted that letter Ext. R2 was issued by their office directing that all outsource services be stopped. He admits that on 1.3.2019 no information of discontinuation of work was given to respondent no. 2. It is pertinent to mention here that there is no tender produced on record by the respondents which would show any contract between them

expiring on 30.5.2019 *i.e.* date on which the directions of termination of outsource service was issued by respondent no. 1 to respondent no. 2. Thus the workforce after 30.5.2019 was working beyond any tender and contract of supply of labour between respondents and this clearly signifies that the petitioner was employees under Contract Labour (Regulation & Abolition) Act, 1970 and his services were terminated abruptly on the directions of the respondent no. 1 by respondent no. 2 without any compliance of mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. The evidence on record clearly shows that the petitioner was doing the work of patient care and his attendance record was being kept by the medical college. Without any valid compliance under Contract Labour (Regulation & Abolition) Act, 1970 the respondents were taking the services of the petitioner merely to avoid mandatory provisions of the Industrial Disputes Act. It is proved that the final termination of the services of petitioner was carried out on the directions of respondent no. 1 by respondent no. 2 in violation of the mandatory provisions of the Industrial Disputes Act.

19. It has been established that respondents dispensed with the services of the petitioner without mandatory notice or pay in lieu of notice under Section 25-F however there is no enough evidence to establish that the persons junior to the petitioner are still working with the respondents or new person were employed after his termination. Thus Issues no. 1 and 5 are decided in the favour of the petitioner.

Issue No. 2

20. It has been proved while discussing issue no. 1 above that there was an employer employee relationship between the petitioner and respondent no. 1 as well as respondent no. 2. The services of the petitioner were terminated on the directions of the respondent no. 1 without mandatory compliance of the provisions of the Industrial Disputes Act, 1947. In these circumstances the respondents are jointly as well as severally liable for the violation of the provisions of the Industrial Disputes Act. There is no permanent post on which the petitioner was employed by the respondents hence the relief of reinstatement cannot be granted in his favour however petitioner succeeds in proving the fact that he was terminated in violation of mandatory provisions of the Industrial Disputes Act. The petitioner is held entitled to the compensation of Rs. 50,000/- from each of the respondents along-with interest @ 6% from the date of his termination till the realization of the amount. Hence this issue is decided accordingly.

Issues No. 3 & 4

21. The onus of proving these issues was on the respondents. It is proved from overwhelming evidence that the petitioner was employed by respondents no. 1 and 2 and his services were terminated in violation of the mandatory provisions of law hence the claim petition is maintainable and petitioner has enforceable cause of action against both the respondents. Hence issues no. 3 and 4 are accordingly decided in the favour of the petitioner.

Relief

22. In view of my discussion on the issues no. 1 to 5 above, the relief of reinstatement cannot be granted in the favour of the petitioner however the petitioner is held entitled to the compensation of Rs. 50,000/- from each of the respondents along-with interest @6% from the date of his termination till the realization of the amount. Parties are left to bear their costs.

23. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 50/2023

Date of Institution : 26.6.2023

Date of Decision : 28.07.2025

Smt. Sheela Devi w/o Late Shri Kartar Singh, r/o Village Syun, P.O. Raipur, Sub Tehsil Sihunta, District Chamba, H.P. *..Petitioner.*

Versus

1. The Executive Engineer, Irrigation-cum-Public Health Department, Divisional Office at Dalhousie, District Chamba, H.P.
2. The Secretary, Irrigation & Public Health Department, H.P. Secretariat, Shimla-2. *..Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Sandeep Kumar, Ld. Legal Aid Counsel

For Respondent(s) : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

This is a direct reference under Section 2-A of the Industrial Disputes Act, 1947 which has been preferred on behalf of Smt. Sheela Devi w/o Shri Kartar Singh. It is submitted in the claim petition that the husband of petitioner Smt. Sheela Devi was engaged as a beldar by Executive Engineer, I&PH Division Dalhousie on 1.4.1998. It is further submitted that he worked *w.e.f.* 1.4.1998 till August, 2000 and performed his duties as per directions of the respondent no. 1. He completed 240 days in every calendar year of his services. It is alleged that the respondents suddenly disengaged the services of Shri Kartar Singh without serving any notice without assigning any reason in the month of August, 2000. He was disengaged from his services in violation of provisions of Sections 25-F, 25-G, 25-H and 25-N of the Industrial Disputes Act, 1947. It is submitted that the petitioner had earlier moved an application before the Labour Officer, Chamba in February, 2021 but no conciliation was effective between the parties. No employment compensation was ever given to the petitioner. She was under impression that the matter has been

sent to government of H.P. as assured by the Labour Officer with his recommendations in the year 2010. No steps were taken till the filing of the claim. It is submitted that petitioner being widow of Kartar Singh had no independent source of income to make both the ends meet and she suffered huge financial loss due to illegal disengagement of her husband. It is alleged that the juniors to the husband of petitioner are still in service while his services were disengaged and dispensed with without any reason. No one month's notice was ever served upon the petitioner's husband nor one month's pay was even tendered to him. The disengagement of husband of petitioner was totally illegal and null and void and as such petitioner has prayed that keeping in view of above submissions the services of her husband be held to be reinstated from the date of disengagement and she be held entitled to arrears due to her deceased husband. It is also prayed that necessary directions may be issued to the respondent to re-engage the petitioner as beldar/workman under the respondents in place of her deceased husband on compassionate grounds.

2. In reply to the claim petition preliminary objections qua maintainability, petition being time barred, Shri Kartar Singh having not completed 240 days of mandatory service etc. have been raised. On merits, it is admitted that as per record the husband of petitioner was engaged as beldar. It is further submitted that he was an intermittent worker and came to work intermittently at his own will and he never completed 240 days of work in any calendar year till the employment with respondents. In this regard muster rolls have been produced on the case file. The respondents have denied violation of any provisions of the Industrial Disputes Act, 1947 and alleged petitioner's husband left the work at his own accord. It is alleged that his services were never terminated or disengaged by the respondents. According to respondent there is no Government policy to engagement of petitioner on compassionate ground. Other averments made in the petition have also been denied and it is submitted that the reference deserves to be dismissed on sole ground of delay and laches. It is prayed that the claim petition may be dismissed.

3. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

4. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the disengagement of the deceased petitioner Sh. Kartar Chand husband of the present petitioner is illegal and unjustified, as alleged? ..OPP.
2. In case issue No.1 is proved in affirmative, whether the petitioner is entitled to the relief as claimed? ..OPP.
3. Whether the petition is not maintainable, as alleged? ..OPR.
4. Relief.

5. The petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A along-with copy of letter dated 23.2.2023 Ext. PW1/B, copy of letter dated 23.7.2021 Ext. PW1/C, copy of judgment dated 23.5.2012 Ext. PW1/D, copy of letter dated 23.1.2020 Ext. PW1/E, copy of order dated 3.7.2013 Ext. PW1/F, copy of order dated 6.4.2015 Ext. PW1/G, copy of order dated 24.6.2015 Ext. PW1/H, copy of order dated 25.5.2017 Ext. PW1/J, copy of order dated 15.3.2019 Ext. PW1/K, copy of order dated 13.4.2022 Ext. PW1/M, copy of seniority list Ext. PW1/N, copy of legal heir certificate Ext. PW1/O and copy of death certificate Ext. PW1/P.

6. Respondent on the other hand has examined Shri Rakesh Chand Thakur Executive Engineer, JSV Division Chowari by way of affidavit Ext. RW1/A. He reiterated the facts stated in

the reply and also produced on record mandays chart of Kartar Chand Ext. RW1/B, muster rolls Ext. RW1/C to Ext. RW1/U and seniority list of daily waged beldar Ext. RW1/W.

7. I have heard the learned Legal Aid Counsel for the petitioner as well as learned Deputy District Attorney for the respondents at length and records perused.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	: No
Issue No. 2	: No
Issue No. 3	: Yes
Relief.	: Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 2

9. Both these issues are taken up together for the purpose of adjudication.

10. Petitioner in her affidavit has stated that her husband remained in service *w.e.f.* 1.4.1998 till August, 2000. He was disengaged by the respondent without serving any notice upon him and without assigning any rhyme and reason in the year 2000. She has alleged the violation of the provisions of the Industrial Disputes Act, 1947. Contrary to this the respondent stand is that, though the husband of petitioner was engaged as daily wage beldar on 1.4.1998 and was working only intermittently in the year 1998 for 127 days, in 1999 for 106 days and in 2000 for 165½ days. RW1 Shri Rakesh Chand Thakur has further alleged that the husband of petitioner never attended the work and his engagement was of casual nature as he was uninterested worker. The muster rolls have been produced on the case file by the respondent as Ext. RW1/B. The petitioner in her cross-examination has however shown her ignorance to the suggestion that her husband had worked for 127 days in 1998, 106 days in 1999 and 165 days in 2000. She admitted that after the year 2000 her husband never went to work. She asserts that her husband had done two years of regular work and her husband expired in the year 2012. She further admits that during life time her husband had not filed any case regarding his claim. Subsequently she states that some cases were filed but she has not produced any records of such cases. She admitted that her husband had never completed 240 days of work in any calendar year. The engagement of Shri Kartar Chand has not been disputed by the respondent however the contention of the respondents to the effect that Kartar Chand had not completed 240 days of continuous work in any calendar year is further substantiated from mandays Chart Ext. RW1/B. No contrary evidence in this regard was produced by petitioner nor to prove that her husband had completed 240 days of continuous service prior to the date of his alleged termination.

11. It is pertinent to mention here that as admitted by PW1 Smt. Sheela Devi, after the year 2000 her husband never gone for work. She has also admitted that her husband did not file any

claim during life time *i.e.* from the year 2000 till 2012. She could not produce any documentary evidence to show that her husband had claimed the relief against respondent before any forum during the 12 years of his life after his alleged disengagement. The husband of petitioner as per death certificate Ext. PW1/P had expired in the year 2012 and she preferred the present claim before the court in the year 2023. She has produced on record the certificate issued by Labour-cum-Conciliation Officer Ext. PW1/B who has also mentioned therein that the application from the Authorized Representative of present petitioner was submitted on 9.1.2023 and the demand under Section 2-A of the Industrial Disputes Act was dated 5.2.2021. The above documents reveals that after the death of her husband the petitioner had for the first time approached the Labour-cum-Conciliation Officer after the delay of more than 19 years. There is nothing in the pleadings of the petitioner nor established that there were any reasonable grounds for the delay in preferring demand notice before the Labour-cum-Conciliation Officer. It has already been discussed that the husband of petitioner did not lay any claim during his life time. To explain the reasonable grounds for any delay and laches the onus was on the petitioner which she has not been able to discharge in this case. The record reveals that the husband of petitioner had not worked for 240 days continuously immediately preceding the date of his alleged disengagement. Hence there is no violation of Section 25-F of the Industrial Disputes Act. The seniority list has been produced on the case file which is Ext. RW1/V. The perusal of seniority list shows that after the alleged termination of the husband of petitioner some persons have been engaged by department however as already discussed above the claim of the petitioner in the present case is not supported by any iota of evidence to explain the unreasonable delay in raising the claim after death of her husband and as to why her husband did not prefer a claim during his lifetime. In these circumstances the petitioner cannot be held entitled for any relief under Section 25-F, 25-G, 25-H and 25-N of the Industrial Disputes Act. Hence issues no. 1 and 2 are accordingly decided in the favour of respondents.

Issue No. 3

12. The maintainability of claim was primarily challenged by the respondent on the ground that the husband of petitioner had not completed 240 days of continuous work in any calendar year and also that there was unexplained delay and laches in preferring the claim with respect to service rendered by the husband of petitioner. These submissions have been duly established from oral as well as documentary evidence led by both the parties hence it is held that present claim is not maintainable. Hence this issue is also decided in the favour of respondents.

Relief

13. In view of my findings on the issues no. 1 to 3 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

14. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of July, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

सामान्य प्रशासन विभाग

अधिसूचना

दिनांक, 24 अक्टूबर, 2025

सं० जीएडी बी (एफ)2-1/2025.—जनगणना नियम, 1990 के नियम 8 के उप-खंड (iii) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश के राज्यपाल यह अधिसूचित करते हैं कि भारत सरकार, गृह मंत्रालय, नई दिल्ली द्वारा भारत के महारजिस्ट्रार एवं जनगणना आयुक्त के माध्यम से अधिसूचना संख्या CG-DL-E&16102025-266966, सं सं 4569, का. आ. 4698(अ), फा० सं० 9/8/2025-सीडी (सीइएन) दिनांक 16 अक्टूबर, 2025 को भारत के राजपत्र (असाधारण), भाग II-खंड 3-उप-खंड (ii) में प्रकाशित अधिसूचना को, राज्य के आधिकारिक ई-राजपत्र में पुनः प्रकाशित किया जा रहा है।

यह अधिसूचना भारत की जनगणना, 2027 के प्रथम चरण के पूर्व-परीक्षण के संचालन तिथियों के संबंध में है, जिसके अनुसार हिमाचल प्रदेश के चयनित नमूना क्षेत्रों में मकान सूचीकरण और मकानों की गणना 10 नवम्बर, 2025 से 30 नवम्बर, 2025 तक आयोजित की जाएगी, तथा स्व-गणना का विकल्प 1 नवम्बर, 2025 से 7 नवम्बर, 2025 तक उपलब्ध रहेगा।

उक्त अधिसूचना भारत सरकार के महारजिस्ट्रार एवं जनगणना आयुक्त, गृह मंत्रालय, नई दिल्ली द्वारा जनगणना अधिनियम, 1948 (अधिनियम संख्या 37, 1948) की धारा 17 A के तहत, जनगणना नियम, 1990 के नियम 6 D के साथ पढ़े जाने पर प्रदत्त शक्तियों का प्रयोग करते हुए जारी की गई है।

आदेश द्वारा,

संजय गुप्ता,
मुख्य सचिव।गृह मंत्रालय
(भारत के महारजिस्ट्रार का कार्यालय)

अधिसूचना

नई दिल्ली, 16 अक्टूबर, 2025

का. आ. 4698 (अ).—केंद्रीय सरकार, जनगणना अधिनियम, 1948 (1948 का 37) की धारा 17क के साथ पठित जनगणना नियम, 1990 के नियम 6घ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत की जनगणना, 2027 के पहले चरण के पूर्व-परीक्षण के संचालन के लिए उक्त अधिनियम के उपबंधों का विस्तार करती है। भारत की जनगणना, 2027 के पहले चरण के पूर्व परीक्षण अर्थात् चयनित नमूना क्षेत्रों में मकान सूचीकरण और मकानों की गणना सभी राज्यों और संघ राज्य क्षेत्रों में 10 नवम्बर, 2025 से 30 नवम्बर, 2025 संचालित किया जाएगा। तारीख 1 नवम्बर, 2025 से तारीख 7 नवम्बर, 2025 तक स्व-गणना के लिए भी विकल्प होगा।

[फा.सं. 9/8/2025-सीडी (सीइएन)]

मृत्युंजय कुमार नारायण,
भारत के महारजिस्ट्रार एवं जनगणना आयुक्त।

GENERAL ADMINISTRATION DEPARTMENT**NOTIFICATION**

Dated, the 24th October, 2025

No. GAD-B(F)2-1/2025.—In exercise of the powers conferred by sub-section (iii) of rule 8 of the Census Rules, 1990, the Governor, Himachal Pradesh, is pleased to re-publish the Notification No. **CG-DL-E-16102025-266966, No. 4569, S.O. 4698(E), F. No. 9/8/2025-CD(Cen) dated 16th October, 2025 published in Extraordinary, PART II—Section 3—Sub-section (ii)**, regarding the date for the conducting pre-test of first phase of Census of India, 2027 that is House listing and Housing Census in selected sample areas of Himachal Pradesh from 10th November, 2025 to 30th November, 2025 with the option for self-enumeration from 1st November, 2025 to 7th November, 2025.

The above notification is issued by the Registrar General and Census Commissioner, India, Ministry of Home Affairs, New Delhi in exercise of powers conferred upon them under section 17A of the Census Act, 1948(37 of 1948) read with rule 6D of the Census Rules, 1990.

By order,

SANJAY GUPTA,
Chief Secretary.

MINISTRY OF HOME AFFAIRS
(Office of Registrar General, India)

NOTIFICATION

New Delhi, the 16th October, 2025

S.O. 4698(E).—In exercise of the powers conferred by section 17A of the Census Act, 1948 (37 of 1948) read with rule 6D of the Census Rules, 1990, the Central Government hereby extends the provisions of the said Act for conduct of pre-test of first phase of Census of India, 2027. The pre-test of first phase of Census of India, 2027 that is House listing and Housing Census in selected sample areas shall be conducted from 10th November, 2025 to 30th November, 2025 in all States and Union territories. There shall also be an option for self-enumeration from 1st November, 2025 to 7th November, 2025.

[F. No. 9/8/2025-CD(Cen)]
MRITUNJAY KUMAR NARAYAN,
Registrar General and Census Commissioner, India.

शहरी विकास विभाग

अधिसूचना

शिमला-2, 24 अक्टूबर, 2025

संख्या यू0डी0-ए0(1)-22/2024.—इस विभाग की अधिसूचना संख्या यू0डी0-ए0(1)-22/2024 तारीख 19 जून, 2025 द्वारा अधिसूचित और राजपत्र (ई-गजट), हिमाचल प्रदेश में तारीख 20 जून, 2025 को प्रकाशित नगरपालिका परिषद्, सुन्नी, जिला शिमला, हिमाचल प्रदेश के कुछ स्थानीय क्षेत्रों को अपवर्जित करने के लिए प्रस्ताव को हिमाचल प्रदेश नगरपालिका अधिनियम, 1994 (1994 का राज्य अधिनियम संख्यांक 13) की धारा 7 के साथ पठित धारा 6 के उपबंधों के अनुसार और पूर्वोक्त अधिनियम की धारा 3(2) के दूसरे परन्तुक के अनुसार नगरपालिका परिषद्, सुन्नी को नगर पंचायत सुन्नी घोषित करने के प्रस्ताव को तद्वारा प्रभावित होने वाले संभाव्य निवासी(निवासियों)/व्यक्ति(व्यक्तियों) से आक्षेप/आक्षेपों को आमंत्रित करने के लिए अधिसूचित किया गया था;

और इस बाबत नियत अवधि के भीतर इस विभाग में कोई भी आक्षेप प्राप्त नहीं हुए;

अतः हिमाचल प्रदेश के राज्यपाल, पूर्वोक्त अधिनियम की धारा 7 के अधीन उनमें निहित शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न अनुसूची में विनिर्दिष्ट क्षेत्रों को इस अधिसूचना के राजपत्र (ई-गजट), हिमाचल प्रदेश में प्रकाशन की तारीख से नगरपालिका परिषद् सुन्नी, जिला शिमला हिमाचल प्रदेश से अपवर्जित करते हैं। इसके अतिरिक्त, हिमाचल प्रदेश के राज्यपाल, पूर्वोक्त अधिनियम की धारा 3(2) के द्वितीय परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नगरपालिका परिषद् सुन्नी को नगर पंचायत सुन्नी के रूप में पुनःवर्गीकृत करने का भी आदेश देते हैं।

आदेश द्वारा,
हस्ताक्षरित /—
(देवेश कुमार),
प्रधान सचिव (शहरी विकास)।

“अनुसूची”

क्रम संख्या	पटवार वृत्त का नाम	मोहाल/मौजा का नाम	पूर्णतः अथवा आंशिक	प्रस्तावित खसरा नम्बर	पंचायत का नाम	क्षेत्रफल (वर्ग मी० में)
1	2	3	4	5	6	7
1.	सुन्नी	घरियाणा	पूर्णतः	1351	ग्राम पंचायत घरियाणा	470—84—65
		पल्याड़ डोगम	पूर्णतः	365		
		डवारसु	पूर्णतः	439		
		शिल शकरोड़ी	पूर्णतः	120		
		जंगल कंवलपुर	पूर्णतः	75		
		पल्याड़ अवल	पूर्णतः	111	ग्राम पंचायत जुणी	

2.	शकरोड़ी	शकरोड़ी	पूर्णतः	1514	ग्राम पंचायत शकरोड़ी
		चाबा	पूर्णतः	226	
		उली	पूर्णतः	145	
		मटोगरी	पूर्णतः	253	
कुल योग				4599	

[Authoritative English text of this Department Notification No.-UD-A(1)-22/2024 dated 24-10-2025 as required under clause (3) of Article 348 of the Constitution of India].

URBAN DEVELOPMENT DEPARTMENT

NOTIFICATION

Shimla-2, the 24th October, 2025

No. UD-A(1)-22/2024.—WHEREAS, a proposal for exclusion of some areas from Municipal Council, Sunni, District Shimla in accordance with the provisions of section 6 read with section 7 of the Himachal Pradesh Municipal Act, 1994 (Act. No. 13 of 1994) and also to declare Municipal Council Sunni as Nagar Panchayat as per second proviso to section 3(2) of the Act *ibid* was notified for inviting objections from the inhabitant(s)/person(s) likely to be affected thereby; *vide* this Department Notification No. UD-A(1)-22/2024 dated 19.06.2025 and published in Rajpatra (e-Gazette), Himachal Pradesh on 20.06.2025;

AND WHEREAS, in this regard, no objections were received in this Department within the stipulated period;

NOW THEREFORE, the Governor of Himachal Pradesh, in exercise of powers vested in him under section 7 of the Act *ibid*, is pleased to exclude the areas specified in THE SCHEDULE attached with this notification, from the Municipal Council Sunni, District Shimla, Himachal Pradesh from the date of publication of this notification in the Rajpatra (e-Gazette) Himachal Pradesh. Further, in exercise of the powers conferred by second proviso to section 3(2) of the Act *ibid*, the Governor of Himachal Pradesh is pleased to re-classify Municipal Council Sunni, to that of the Nagar Panchayat Sunni.

By order,
Sd/-
(DEVESH KUMAR),
Pr. Secretary (UD).

SCHEDULE

Sl. No	Name of Patwar Circle	Name of Muhal/ Mauja	Complete or Partial	Khasra Nos. proposed	Name of Panchayat	Area in Sq.m
1	2	3	4	5	6	7
1.	Sunni	Gharyana	Complete	1351	GP Gharyana	470-84-65
		Palyar Dogam	Complete	365	-do-	
		Dwarsu	Complete	439	-do-	

		Shil Shakrori	Complete	120	-do-	
		Jungle Kanwalpur	Complete	75	-do-	
		Plyar Awal	Complete	111	GP Juni	
2.	Shakrori	Shakrori	Complete	1514	GP Shakrori	
		Chaba	Complete	226	-do-	
		Uli	Complete	145	-do-	
		Matogari	Complete	253	-do-	
GRAND TOTAL				4599		

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Bharmour,
District Chamba (H.P.)**

Sh. Chaman Lal s/o Nidhia Ram, r/o V.P.O. & Tehsil Bharmour, District Chamba (H.P.).

Smt. Guddi d/o Sh. Vijo, Village Baliyada, P.O. Palhuin, Tehsil & District Chamba (H.P.).
...Applicants.

Versus

General Public

Subject.—Notice for Registration of Marriage.

Applicants Sh. Chaman Lal s/o Nidhia Ram, r/o V.P.O. & Tehsil Bharmour, District Chamba (H.P.) and Smt. Guddi d/o Sh. Vijo, Village Baliyada, P.O. Palhuin, Tehsil & District Chamba (H.P.) have filed an application under section 16 of the Special Marriage Act, 1954 alongwith affidavit in the court of the undersigned in which they have stated that they have solemnized their marriage on 20-08-2025 as per Hindu rites and customs.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 03-11-2025. The objections received after 03-11-2025 will not be entertained and marriage will be registered accordingly.

Issued today on 26-09-2025 under my hand and seal of the Court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,
Bharmour, District Chamba (H.P.).*

In the Court of Tehsildar-cum-Executive Magistrate, Bharmour, District Chamba (H.P.)

Smt. Sudha Devi *alias* Subidha Devi d/o Sh. Karam Chand, r/o Village Bedei, P.O. Greema, Tehsil Bharmour, District Chamba, H.P. ...Applicant.

Versus

General Public

Proclamation under order 5 Rule 20 C.P.C. under Section 13(3) of the H.P. Registration of Birth and Death Act, 1969.

Whereas, Smt. Sudha Devi *alias* Subidha Devi d/o Sh. Karam Chand, r/o Village Bedei, P.O. Greema, Tehsil Bharmour, District Chamba, H.P. has filed affidavit for registration of delayed Birth of herself *i.e.* 22-09-1973 for further entry in the records of Gram Panchayat Greema, Development Block Bharmour. It has been stated in the application that due to some unavoidable circumstances birth could not be registered well in time.

Sl. No.	Name	Date of Birth
1.	Smt. Sudha Devi Alias Subidha Devi d/o Sh. Karam Chand	22-09-1973

Hence, this proclamation is issued to the General Public, that if they have any objection/claim regarding the registration of birth of above named in the records of concerned Gram Panchayat Greema may file their claim/objection on or before one month of publication of this notice in Govt. Gazette in this court, failing which necessary orders will be passed.

Issued under my hand & seal today on this _____ day of _____ 2025.

Seal.

Sd/-

*Tehsildar-cum-Executive Magistrate,
Bharmour, Distt. Chamba (H.P.).*

**In the Court of Tehsildar-cum-Executive Magistrate, Bharmour,
District Chamba (H.P.)**

Sh. Tilak Raj s/o Sh. Madan Lal, r/o Village Mindra, P.O. Durgethi, Tehsil Bharmour, District Chamba, H.P. *Applicant.*

Versus

General Public

Proclamation under order 5 Rule 20 C.P.C. under Section 13(3) of the H.P. Registration of Birth and Death Act, 1969.

Whereas, Sh. Tilak Raj s/o Sh. Madan Lal, r/o Village Mindra, P.O. Durgethi, Tehsil Bharmour, District Chamba, H.P. has filed affidavit for registration of delayed Birth of himself *i.e.* 05-12-1965 for further entry in the records of Gram Panchayat Durgethi, Development Block Bharmour. It has been stated in the application that due to some unavoidable circumstances birth could not be registered well in time.

Sl. No.	Name	Date of Birth
1.	Sh. Tilak Raj s/o Sh. Madan Lal	05-12-1965

Hence, this proclamation is issued to the General Public, that if they have any objection/claim regarding the registration of birth of above named in the records of concerned Gram Panchayat Durgethi may file their claim/objection on or before one month of publication of this notice in Govt. Gazette in this court, failing which necessary orders will be passed.

Issued under my hand & seal today on this _____ day of _____ 2025.

Seal.

Sd/-

*Tehsildar-cum-Executive Magistrate,
Bharmour, Distt. Chamba (H.P.).*

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, डलहौजी, जिला चम्बा (हि0 प्र0)

श्रीमती कमली पत्नी श्री मनोहर लाल पुत्र चतरो, निवासी गुनियाला, तहसील डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना-पत्र बराये नाम दुरुस्ती बारा इश्तहार।

उपरोक्त प्रार्थिया ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र अन्य कागजात इस आशय के साथ गुजारा है कि उसका सही नाम श्रीमती कमली पत्नी श्री मनोहर लाल पुत्र श्री चतरो है। उसका नाम आधार कार्ड, परिवार नकल ग्राम पंचायत ओसल में सही दर्ज है, लेकिन मलकीयती भूमि मुहाल गुन्याला, पटवार वृत्त भटोली में उसका नाम श्रीमती कमला देवी पत्नी श्री मनोहर लाल पुत्र श्री चतरो दर्ज है जोकि गलत है। जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थिया के नाम की दुरुस्ती बारे यदि किसी को कोई उजर/एतराज हो तो वह असालतन या वकालतन अधोहस्ताक्षरी की अदालत में दिनांक 14-11-2025 को या इससे पूर्व हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम दुरुस्ती के आदेश दे दिये जायेंगे।

आज दिनांक 14-10-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
डलहौजी, जिला चम्बा (हि0प्र0)।

**ब अदालत नायब तहसीलदार व कार्यकारी दण्डाधिकारी, उप-तहसील पुखरी,
जिला चम्बा, हिमाचल प्रदेश**

भावना देवी पुत्री श्री कर्म सिंह, गांव बडोह, डाकघर चण्डी लड़ोग, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश वादिया।

बनाम

आम जनता एवं ग्राम पंचायत चण्डी, विकास खण्ड चम्बा प्रतिवादी।

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप-मण्डलाधिकारी (ना10) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 5511/2025 दिनांक 13-10-2025 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2025/19040, दिनांक 02-09-2025, (2) शपथ पत्र आवेदिका, (3) शपथ-पत्र वाशिन्दगान देह, (4) जन्म रिपोर्ट, (5) अप्राप्यता प्रमाण-पत्र, (6) परिवार रजिस्टर नकल, (7) आधार कार्ड जिसमें आवेदिका भावना देवी पुत्री श्री कर्म सिंह, गांव बडोह, डाकघर चण्डी लड़ोग, ग्राम पंचायत चण्डी, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि किन्ही कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिका भावना देवी पुत्री श्री कर्म सिंह, गांव बडोह, डाकघर चण्डी लड़ोग का नाम एवं जन्म तिथि दर्ज न हुआ है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ-पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण-पत्र जो दिनांक 02-09-2025 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि भावना देवी पुत्री श्री कर्म सिंह, गांव बडोह, डाकघर चण्डी लड़ोग, उप-तहसील पुखरी, जिला चम्बा की जन्म तिथि 19-11-1964 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को इस सम्बन्ध में कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदिका भावना देवी पुत्री श्री कर्म सिंह, गांव बडोह, डाकघर चण्डी लड़ोग की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव चण्डी को पारित कर दिये जाएंगे।

आज दिनांक 14-10-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—

नायब तहसीलदार व कार्यकारी दण्डाधिकारी,
उप-तहसील पुखरी, जिला चम्बा (हि0प्र0)।

**ब अदालत नायब तहसीलदार व कार्यकारी दण्डाधिकारी, उप-तहसील पुखरी,
जिला चम्बा, हिमाचल प्रदेश**

जीवन सिंह पुत्र श्री मुसदी राम, गांव पलेई, डाकघर चकलू, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश

बनाम

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप-मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 5510/2025 दिनांक 13-10-2025 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2025/19037, दिनांक 02-09-2025, (2) शपथ पत्र आवेदक, (3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण-पत्र, (5) आधार कार्ड, (6) परिवार रजिस्टर नकल, जिसमें आवेदक जीवन सिंह पुत्र श्री मुसदी राम, गांव पलेई, डाकघर चकलू, ग्राम पंचायत चकलू, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदक जीवन सिंह पुत्र श्री मुसदी राम, गांव पलेई, डाकघर चकलू का नाम एवं जन्म तिथि दर्ज न हुआ है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ-पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण-पत्र जो दिनांक 02-09-2025 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि जीवन सिंह पुत्र श्री मुसदी राम, गांव पलेई, डाकघर चकलू, उप-तहसील पुखरी, जिला चम्बा की जन्म तिथि 02-09-2025 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को इस सम्बन्ध में कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदक जीवन सिंह पुत्र श्री मुसदी राम, गांव पलेई, डाकघर चकलू की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव चकलू को पारित कर दिये जाएंगे।

आज दिनांक 14-10-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—

नायब तहसीलदार व कार्यकारी दण्डाधिकारी,
उप-तहसील पुखरी, जिला चम्बा (हि0प्र0)।

ब अदालत नायब तहसीलदार व कार्यकारी दण्डाधिकारी, उप-तहसील पुखरी,
जिला चम्बा, हिमाचल प्रदेश

आशा कुमारी पुत्री श्री देश राज, गांव टटलाहर, डाकघर पुखरी, उप-तहसील पुखरी, जिला चम्बा,
हिमाचल प्रदेश वादिया।

बनाम

आम जनता एवं ग्राम पंचायत पुखरी, विकास खण्ड चम्बा

प्रतिवादी।

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप-मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 4799/2025 दिनांक 21-08-2025 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य

चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2025/16825, दिनांक 06-08-2025, (2) शपथ पत्र आवेदिका, (3) शपथ-पत्र वाशिन्दगान देह, (4) जन्म रिपोर्ट, (5) अप्राप्यता प्रमाण-पत्र, (6) परिवार रजिस्टर नकल, (7) आधार कार्ड जिसमें आवेदिका आशा कुमारी पुत्री श्री देश राज, गांव टटलाहर, डाकघर पुखरी, ग्राम पंचायत पुखरी, उप-तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि किन्ही कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिका आशा कुमारी पुत्री श्री देश राज, गांव टटलाहर, डाकघर पुखरी का नाम एवं जन्म तिथि दर्ज न हुआ है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ-पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण-पत्र जो दिनांक 06-08-2025 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि आशा कुमारी पुत्री श्री देश राज, गांव टटलाहर, डाकघर पुखरी, उप-तहसील पुखरी, जिला चम्बा की जन्म तिथि 03-03-1983 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को इस सम्बन्ध में कोई आपत्ति हो तो वह इस अदालत में नोटिस (इशतहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदिका आशा कुमारी पुत्री श्री देश राज, गांव टटलाहर, डाकघर पुखरी की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव पुखरी को पारित कर दिये जाएंगे।

आज दिनांक 09-10-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—

नायब तहसीलदार व कार्यकारी दण्डाधिकारी,
उप-तहसील पुखरी, जिला चम्बा (हि0प्र0)।

**ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तकलेच, उप-तहसील तकलेच,
जिला शिमला (हि0प्र0)**

नं0 मुकदमा : 12/13-B/2024

तारीख दायर : 01-10-2024

श्री अजय कुमार पुत्र स्वर्गीय श्री कर्म दास, निवासी गांव जोगनी, डाकघर मुनीश, उप-तहसील तकलेच, जिला शिमला (हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

दरखास्त नाम दुरुस्ती।

नोटिस बनाम आम जनता।

यह दरखास्त श्री अजय कुमार पुत्र स्वर्गीय श्री कर्म दास, निवासी गांव जोगनी, डाकघर मुनीश, उप-तहसील तकलेच, जिला शिमला (हि0प्र0) ने इस आशय के साथ प्रस्तुत की है कि वादी के मुताबिक आधार कार्ड, रिकार्ड पंचायत में वादी का नाम अजय कुमार पुत्र स्वर्गीय श्री कर्म दास है जो सही व दुरुस्त है परन्तु माल कागजात चक मुनीश व बहाली के कागजात माल में वादी का नाम संजय कुमार दर्शाया गया है

जो सही नहीं है। वादी महाल मुनीश व बहाली के कागजात माल में अपना नाम संजय कुमार के स्थान पर अजय कुमार पुत्र स्वर्गीय श्री कर्म दास दुरुस्त व दर्ज करवाना चाहता है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त वादी का नाम माल कागजात में दुरुस्त दर्ज करने बारे कोई आपत्ति हो तो दिनांक 03-11-2025 को या इससे पूर्व अदालत हजा में हाजिर आकर अपनी आपत्ति दर्ज करवा सकता है। बाद गुजरने मियाद कोई भी उजर/एतराज काबिले समायत न होगा तथा नियमानुसार वादी का नाम दुरुस्त करने के आदेश पारित किये जाएंगे।

आज दिनांक 03-10-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
उप-तहसील तकलेच, जिला शिमला (हि0प्र0)।

समक्ष कार्यकारी दण्डाधिकारी, तहसील कोटखाई, जिला शिमला, हिमाचल प्रदेश

मिसल सं0 : 4/2025/MISC/THE/B&D/2025

संस्थापन तिथि : 04-07-2025

अरमान पुत्र श्री मोहम्मद हाकीम, गांव व डाकघर गुम्मा, तहसील कोटखाई, जिला शिमला (हि0प्र0)।

बनाम

आम जनता

जेर धारा 1969 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम।

प्रार्थी मोहम्मद हाकीम पुत्र मोहम्मद मोसलिम, निवासी गांव व डाकघर गुम्मा, तहसील कोटखाई, जिला शिमला, हि0प्र0 तथा अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु, शिमला, जिला शिमला, पत्रांक संख्या HFW-SML (MOH)B&D/2025-2-4612, दिनांक 24-07-2025 के माध्यम से जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(2) व (3) के तहत इस अदालत में एक प्रार्थना-पत्र मय ब्यान हल्फी इस अदालत में प्रस्तुत किया है, जिसमें प्रार्थी ने प्रार्थना की है कि किन्हीं कारणवश ग्राम पंचायत गुम्मा के जन्म एवं मृत्यु पंजीकरण रजिस्टर में इनके पुत्र अरमान की जन्म तिथि दर्ज नहीं है। जो नियमानुसार दर्ज होना अनिवार्य है। जिसे प्रार्थी ग्राम पंचायत गुम्मा के जन्म एवं मृत्यु अभिलेख में दर्ज/पंजीकृत करवाना चाहता है।

अतः सर्वसाधारण को इस इशतहार के माध्यम से सूचित किया जाता है कि किसी व्यक्ति को इसके सम्बन्ध में कोई उजर/एतराज हो तो वह इस इशतहार के प्रकाशन की तिथि से एक माह के भीतर इस न्यायालय में असालतन व वकालतन उपस्थित होकर अपनी आपत्ति दर्ज करवाए। एक माह की अवधि के पश्चात् कोई भी आपत्ति/उजर काबिले समायत न होगा तथा जन्म तिथि 28-11-2007 के बारे सम्बन्धित पंचायत के जन्म एवं मृत्यु पंजीकरण रजिस्टर में दर्ज करने के आदेश जारी कर दिए जाएंगे।

आज दिनांक 14-10-2025 को मेरे कार्यालय मोहर व हस्ताक्षर से जारी हुआ है।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
कोटखाई, जिला शिमला (हि0प्र0)।

ब अदालत श्री अनमोल शर्मा, सहायक समाहर्ता द्वितीय श्रेणी, तकलेच, उप-तहसील तकलेच,
जिला शिमला (हि0प्र0)

नं0 मुकद्दमा : 01/IX/2025

तारीख दायर : 01-02-2025

तारीख पेशी : 25-09-2025

श्रीमती रुई देवी पुत्री श्री टेकू हालाबाद पत्नी श्री कमला नन्द, निवासी गांव त्यावल, डाकघर ज्यूसी,
जिला शिमला (हि0प्र0) वादिया।

बनाम

1. सर्वश्री थोई पुत्र श्री परमू, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 2. श्री गोरखु पुत्र श्री माधु, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 3. श्री सुंकी पुत्र श्री माधु, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 4. श्री तुरजी पुत्र श्री माधु, श्री परस राम पुत्र श्री बालू, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 5. श्रीमती नूरी पुत्री श्री माधु, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 6. श्री सरन दास पुत्र श्रीमती गुरखी, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 7. श्री रोशन लाल पुत्र श्रीमती गुरखी, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 8. श्रीमती सवरनी देवी पुत्री श्रीमती गोरखी, निवासी गांव पाट, डाकघर दरकाली, उप-तहसील तकलेच, जिला शिमला, 9. श्री तेजू राम पुत्र श्री शाई, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 10. श्रीमती पुष्पा देवी पुत्री श्री शाई, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 11. श्रीमती ज्ञानवती पुत्री श्री शाई, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 12. श्री मोती लाल पुत्र श्री केशव राम, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 13. श्री केशव राम पुत्र श्री भाई, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 14. श्री धीरू राम पुत्र श्री भाई, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 15. श्री भूपेंदर पुत्र श्री सवरन, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 16. श्री अतुल कुमार पुत्र श्री सवरन, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 17. श्रीमती इशिता पुत्री श्री पुनित, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 18. श्रीमती निधिका विधवा श्री पुनित, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 19. श्री गोविन्द सिंह पुत्र हरी सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 20. श्री जसवंत सिंह पुत्र हरी सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 21. श्रीमती सुलोचना देवी पुत्री श्री हरी सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 22. श्रीमती राधा देवी पुत्री श्री हरी सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 23. श्रीमती निशा देवी पुत्री श्री हरी सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 24. श्रीमती गंगा देवी विधवा श्री हरी सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 25. श्रीमती कांता देवी विधवा श्री हरी सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला,

26. श्री बालक राम पुत्र श्री दौलत राम, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 27. श्री लहना सिंह पुत्र श्री दौलत राम, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 28. श्री चेकी देवी पत्नी श्री गोपाल सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 29. श्रीमती लुकी देवी पत्नी श्री दौलत राम, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 30. श्री सुनील कुमार पुत्र श्री भोला सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 31. श्रीमती तिलु देवी विधवा श्री भोला सिंह, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 32. श्री सैन्कू राम पुत्र श्री दर्शन दास, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 33. श्रीमती लक्ष्मी देवी पुत्री श्री दर्शन दास, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 34. श्रीमती भजन दासी पुत्री श्री दर्शन दास, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला, 35. श्रीमती कर्म दासी पुत्री श्री दर्शन दास, निवासी गांव पाट, डाकघर काशा पाट, उप-तहसील तकलेच, जिला शिमला।
प्रतिवादी।

प्रार्थना-पत्र जेर-धारा 123 हि0प्र0 भू-राजस्व अधिनियम बाबत खाता मुश्तरिका, खाता खतौनी नं0 66/143, ता 152, कित्ता नं0 72, रकबा तादादी 00-57-85 है0 वाका चक पाट, उप-तहसील तकलेच, जिला शिमला।

1. श्रीमती रुई देवी पुत्री श्री टेकू हालाबाद पत्नी श्री कमला नन्द, निवासी गांव त्यावल डाकघर ज्यूरी, जिला शिमला (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र बराये जेर-धारा 123 के अन्तर्गत तकसीम हेतु आराजी खाता खतौनी नं0 66/143, ता 152, कित्ता नं0 72, रकबा तादादी 00-57-85 है0 वाका चक पाट, उप-तहसील तकलेच, जिला शिमला बारे प्रस्तुत किया है रिपोर्ट तामील कुनिंदा के अनुसार प्रतिवादी संख्या 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 को समन आसानी से तामील नहीं हो पा रहे हैं।

अतः इश्तहार द्वारा प्रतिवादी संख्या 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 को सूचित किया जाता है कि यदि मामला बाबत तकसीम बारे कोई उजर व एतराज हो तो स्वयं व लिखित तौर पर दिनांक 15-11-2025 को अपराह्न 2.00 बजे तक उप-तहसील तकलेच में आकर अपना एतराज पेश करे अन्यथा एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 04-10-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/-
सहायक समाहर्ता द्वितीय श्रेणी,
उप-तहसील तकलेच, जिला शिमला (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
48/NT/2025	जन्म तिथि पंजीकरण	14-10-2025	28-10-2025

सुश्री सन्तोष कुमारी पुत्री जग्गो राम, वासी मोहाल पटलान्दर, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0)।
वादिमा।

बनाम

आम जनता

प्रतिवादी।

जन्म तिथि पंजीकरण Under Section 13(3) of Birth & Death Act, 1969 सुश्री सन्तोष कुमारी पुत्री जग्गो राम, वासी मोहाल पटलान्दर, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0)।

प्रार्थना-पत्र बराये जन्म तिथि पंजीकरण प्रार्थिया सुश्री सन्तोष कुमारी पुत्री जग्गो राम, वासी मोहाल पटलान्दर, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0) ने इस अदालत में दायर किया है कि उसका जन्म दिनांक 28-04-1975 को ग्राम पंचायत पटलान्दर में हुआ था तथा सहवन गलती से ग्राम पंचायत पटलान्दर में दर्ज नहीं हो पाया है। लिहाजा इसे ग्राम पंचायत पटलान्दर में दर्ज करने के लिये आदेश पारित किये जाएं।

अतः प्रतिवादी आम जनता तथा सम्बन्धित रिश्तेदारों को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी को उपरोक्त जन्म तिथि पंजीकरण बारे कोई उजर व एतराज हो तो वह दिनांक पेशी 28-10-2025 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन अपना एतराज अधोहस्ताक्षरी के समक्ष उपस्थित होकर पेश कर सकता है अन्यथा उपरोक्त जन्म तिथि को दर्ज करने के आदेश दे दिये जायेंगे। उसके उपरान्त कोई एतराज नहीं सुना जाएगा।

आज दिनांक 14-10-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, सुजानपुर, जिला हमीरपुर (हि0प्र0)

मिसल नम्बर	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
47/NT/2025	जन्म तिथि पंजीकरण	09-10-2025	28-10-2025

सुश्री शकुन्तला देवी पुत्री तेगा राम, वासी मोहाल थाती, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0)।

बनाम

आम जनता

प्रतिवादी।

जन्म तिथि पंजीकरण Under Section 13(3) of Birth & Death Act 1969, सुश्री शकुन्तला देवी पुत्री तेगा राम, वासी मोहाल थाती, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0)।

प्रार्थना-पत्र बराये जन्म तिथि पंजीकरण प्रार्थिया सुश्री शकुन्तला देवी पुत्री तेगा राम, वासी मोहाल थाती, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0) ने इस अदालत में दायर किया है कि उसका जन्म दिनांक 21-12-1962 को ग्राम पंचायत जोल में हुआ था तथा सहवन गलती से ग्राम पंचायत जोल में दर्ज नहीं हो पाया है। लिहाजा इसे ग्राम पंचायत जोल में दर्ज करने के लिये आदेश पारित किये जाएं।

अतः प्रतिवादी आम जनता तथा सम्बन्धित रिश्तेदारों को इस इशतहार द्वारा सूचित किया जाता है कि किसी को उपरोक्त जन्म तिथि पंजीकरण बारे कोई उजर व एतराज हो तो वह दिनांक पेशी 28-10-2025 को सुबह 10.00 बजे इस न्यायालय में असालतन या वकालतन अपना एतराज अधोहस्ताक्षरी के समक्ष उपस्थित होकर पेश कर सकता है अन्यथा उपरोक्त जन्म तिथि को दर्ज करने के आदेश दे दिये जायेंगे। उसके उपरान्त कोई एतराज नहीं सुना जाएगा।

आज दिनांक 14-10-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
सुजानपुर, जिला हमीरपुर (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, बड़सर, सुजानपुर,
जिला हमीरपुर (हि0प्र0)

किस्म मुकद्दमा:—जन्म पंजीकरण

शीर्षक :

किशन चंद

बनाम

आम जनता

प्रार्थना—पत्र :—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की जेर धारा 13 (3) के अन्तर्गत नाम व जन्म तिथि पंजीकरण बारे।

प्रार्थी श्री किशन चंद पुत्र श्री चींगा राम, निवासी गांव कोठी, डाकघर समन कोठी, तहसील बड़सर, जिला हमीरपुर (हि0 प्र0) ने नियमानुसार अधोहस्ताक्षरी की अदालत में आवेदन पत्र दायर किया है कि उसका जन्म दिनांक 15-08-1970 को हुआ है परन्तु उस समय अज्ञानतावश उसके नाम व जन्म तिथि का पंजीकरण ग्राम पंचायत कलौहण के अभिलेख में दर्ज न करवाया गया है। प्रार्थी का आवेदन है कि सचिव ग्राम पंचायत कलौहण को उसके नाम व जन्म तिथि पंजीकरण बारे आदेश दिए जावें।

अतः इस इशतहार के माध्यम से सर्वसाधारण व आम जनता को सूचित किया जाता है कि यदि किसी को भी श्री किशन चंद पुत्र श्री चींगा राम के नाम एवं जन्म तिथि 15-08-1970 पंजीकरण बारे एतराज हो तो वह अपना उजर अधोहस्ताक्षरी की अदालत/कार्यालय बड़सर में किसी भी कार्य दिवस को असालतन या वकालतन दिनांक 28-10-2025 से पूर्व कर सकता है। उक्त वर्णित दिनांक से उपरांत पेश कोई भी एतराज मान्य नहीं होगा व आवेदन पत्र पर नियमानुसार एकतरफा कार्यवाही अमल में लाई जायेगी।

यह नोटिस आज दिनांक 09-10-2025 को मेरे हस्ताक्षर व कार्यालय मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी बड़सर,
जिला हमीरपुर (हि0प्र0)।

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील सुन्दरनगर,
जिला मण्डी (हि0प्र0)

केस नम्बर : 65/एन0टी0/2025

तारीख पेशी : 10-11-2025

श्री दिलाबर हुसैन पुत्र श्री अली मोहम्मद, निवासी गांव डुगराई, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म तिथि के पंजीकरण हेतु।

श्री दिलाबर हुसैन पुत्र श्री अली मोहम्मद, निवासी गांव डुगराई, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) ने प्रार्थना-पत्र प्रस्तुत कर व्यक्त किया कि उसका जन्म दिनांक 15-04-1956 को गांव डुगराई, डा0 कनैड, ग्राम पंचायत महादेव, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) में हुआ है किन्तु किसी कारणवश जन्म तिथि का पंजीकरण ग्राम पंचायत महादेव के अभिलेख में दर्ज न हो सका। इसलिए जन्म तिथि का पंजीकरण करने के आदेश पारित किये जाएं।

यह प्रकरण सुनवाई हेतु दिनांक 10-11-2025 को मुकाम सुन्दरनगर में निश्चित है। अतः सर्वसाधारण को इस इशतहार/मुशत्री मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति या पक्ष को इस जन्म पंजीकरण बारे कोई आपत्ति या एतराज हो तो वह 10-11-2025 को अधोहस्ताक्षरी की अदालत में असालतन या वकालतन आकर अपनी आपत्ति दर्ज करवा सकता है। गैर हाजिरी की सूरत में एकतरफा कार्यवाई अम्ल में लाई जाएगी तथा प्रार्थी श्री दिलाबर हुसैन पुत्र श्री अली मोहम्मद, निवासी गांव डुगराई, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) की जन्म तिथि 15-04-1956 का पंजीकरण जन्म एवं मृत्यु पंजीकरण अधिनियम 1969 की धारा 13(3) के अन्तर्गत ग्राम पंचायत महादेव के अभिलेख में दर्ज करने के आदेश प्रदान कर दिए जाएंगे।

आज दिनांक 14-10-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)।

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील सुन्दरनगर,
जिला मण्डी (हि0प्र0)

केस नम्बर : 64/एन0टी0/2025

तारीख पेशी : 10-11-2025

श्रीमती हिफजा बेगम पुत्री श्री मोहम्मद हुसैन, निवासी गांव डीनक, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम 1969 की धारा 13(3) के तहत जन्म तिथि के पंजीकरण हेतु।

श्री श्रीमती हिफजा बेगम पुत्री श्री मोहम्मद हुसैन, निवासी गांव डीनक, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) ने प्रार्थना-पत्र प्रस्तुत कर व्यक्त किया है कि उसका जन्म दिनांक

19-02-1960 को गांव डीनक, डा0 कनैड, ग्राम पंचायत महादेव, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) में हुआ है किन्तु किसी कारणवश जन्म तिथि का पंजीकरण ग्राम पंचायत महादेव के अभिलेख में दर्ज न हो सका। इसलिए जन्म तिथि का पंजीकरण करने के आदेश पारित किये जाएं।

यह प्रकरण सुनवाई हेतु दिनांक 10-11-2025 को मुकाम सुन्दरनगर में निश्चित है। अतः सर्वसाधारण को इस इशतहार/मुश्री मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति या पक्ष को इस जन्म पंजीकरण बारे कोई आपत्ति या एतराज हो तो वह 10-11-2025 को अधोहस्ताक्षरी की अदालत में असालतन या वकालतन आकर अपनी आपत्ति दर्ज करवा सकता है। गैर हाजिरी की सूरत में एकतरफा कार्यवाई अमल में लाई जाएगी तथा प्रार्थिया श्रीमती हिफजा बेगम पुत्री श्री मोहम्मद हुसैन, निवासी गांव डीनक, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) की जन्म तिथि 19-02-1960 का पंजीकरण जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत ग्राम पंचायत महादेव के अभिलेख में दर्ज करने के आदेश प्रदान कर दिए जाएंगे।

आज दिनांक 14-10-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)।

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील सुन्दरनगर,
जिला मण्डी (हि0प्र0)

केस नम्बर : 63/एन0टी0/2025

तारीख पेशी : 10-11-2025

श्री हामिद मोहम्मद पुत्र श्री शौकत अली, निवासी गांव डुगराई, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म तिथि के पंजीकरण हेतु।

श्री हामिद मोहम्मद पुत्र श्री शौकत अली, निवासी गांव डुगराई, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) ने प्रार्थना-पत्र प्रस्तुत कर व्यक्त किया कि उसका जन्म दिनांक 20-03-1962 को गांव डुगराई, डा0 कनैड, ग्राम पंचायत महादेव, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) में हुआ है किन्तु किसी कारणवश जन्म तिथि का पंजीकरण ग्राम पंचायत महादेव के अभिलेख में दर्ज न हो सका। इसलिए जन्म तिथि का पंजीकरण करने के आदेश पारित किये जाएं।

यह प्रकरण सुनवाई हेतु दिनांक 10-11-2025 को मुकाम सुन्दरनगर में निश्चित है। अतः सर्वसाधारण को इस इशतहार/मुश्री मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति या पक्ष को इस जन्म पंजीकरण बारे कोई आपत्ति या एतराज हो तो वह 10-11-2025 को अधोहस्ताक्षरी की अदालत में असालतन या वकालतन आकर अपनी आपत्ति दर्ज करवा सकता है। गैर हाजिरी की सूरत में एकतरफा कार्यवाई अमल

में लाई जाएगी तथा प्रार्थी श्री हामिद मोहम्मद पुत्र श्री शौकत अली, निवासी गांव डुगराई, डा0 कनैड, तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0) की जन्म तिथि दिनांक 20-03-1962 का पंजीकरण जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत ग्राम पंचायत महादेव के अभिलेख में दर्ज करने के आदेश प्रदान कर दिए जाएंगे।

आज दिनांक 14-10-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील सुन्दरनगर, जिला मण्डी (हि0प्र0)।

ब अदालत श्री प्रिंस धिमान, सहायक समाहर्ता प्रथम वर्ग, सदर मण्डी, जिला मण्डी (हि0प्र0)

मिसल नं0 : /2025

तारीख मजरूआ : 01-10-2025

तारीख पेशी : 29-10-2025

परीक्षित सकलानी पुत्र श्री सुभाष चन्द, निवासी मकान नं0 416/5, मुहल्ला मट्ट, डा0 बाड़ी गुमाणू, तहसील सदर, जिला मण्डी (हि0प्र0) प्रार्थी।

बनाम

आम जनता

प्रत्यार्थी।

प्रार्थना पत्र—जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

परीक्षित सकलानी पुत्र श्री सुभाष चन्द, निवासी मकान नं0 416/5, मुहल्ला मट्ट, डा0 बाड़ी गुमाणू, तहसील सदर, जिला मण्डी (हि0प्र0) ने इस न्यायालय में प्रार्थना पत्र दायर किया है कि उसका जन्म दिनांक 24-11-2005 को जोनल हस्पताल मण्डी में हुआ है परन्तु अज्ञानतावश वे उक्त नाम व जन्म को नगर निगम मण्डी के जन्म एवं मृत्यु रजिस्टर में दर्ज न करवा सका है। प्रार्थी अब अपना नाम व जन्म दिनांक सम्बन्धित नगर निगम मण्डी के रिकार्ड में दर्ज करवाना चाहता है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि उक्त नाम व जन्म को नगर निगम मण्डी के जन्म एवं मृत्यु रजिस्टर में दर्ज करने बारे किसी को कोई उजर—एतराज हो तो दिनांक 29-10-2025 को असालतन या वकालतन प्रातः 10.00 बजे हाजिर होकर अपना उजर—एतराज पेश कर सकता है। निर्धारित अवधि के पश्चात् कोई आपत्ति प्राप्त होने पर एक पक्षीय कार्यवाही की जायेगी।

आज दिनांक 06-10-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम वर्ग,
सदर मण्डी, जिला मण्डी (हि0प्र0)।

CHANGE OF NAME

I, Asha Kumari w/o Sh. Sanjeev, r/o V.P.O. Mair, Tehsil Galore, District Hamirpur (H.P.) declare that I have changed my name from Anjali to Asha Kumari for all purposes in future. Please note.

ASHA KUMARI
w/o Sh. Sanjeev,
r/o V.P.O. Mair,
Tehsil Galore, District Hamirpur (H.P.).

CORRECTION OF NAME

I, Anita Devi w/o Sh. Ravinder Kumar, r/o Village & P.O. Kitpal, Tehsil Nadaun, District Hamirpur (H.P.) declare that Anita Devi and Neeta Kumari is one and the same person. Both names related to me.

ANITA DEVI
w/o Sh. Ravinder Kumar,
r/o Village & P.O. Kitpal,
Tehsil Nadaun, District Hamirpur (H.P.).

CHANGE OF NAME

I, Amin Chand s/o Sh. Kanshi Ram, r/o Village Bagfal, P.O. Garouroo, Tehsil Sarkaghat, District Mandi (H.P.) declare that I have changed my name from Ami Chand to Amin Chand for all purposes in future. Please note.

AMIN CHAND
s/o Sh. Kanshi Ram,
r/o Village Bagfal, P.O. Garouroo,
Tehsil Sarkaghat, District Mandi (H.P.).

नाम परिवर्तन

मैं, गलाब देवी पत्नी मोहन लाल, निवासी डण्डौर, डा0 थानाकसोगा, तहसील ददाहू, जिला सिरमौर (हि0प्र0) ब्यान करती हूं कि मेरे आधार कार्ड 8003 8803 1780 में मेरा नाम गुलाबी देवी दर्ज है, जिसे दुरुस्त करके गलाब देवी किया जाए।

गलाब देवी
पत्नी मोहन लाल,
निवासी डण्डौर, डा0 थानाकसोगा,
तहसील ददाहू, जिला सिरमौर (हि0प्र0)।

CHANGE OF NAME

I, Vikram Singh s/o Sh. Narayan Dass, V.P.O. Sungra, Tehsil Nichar, Distt. Kinnaur (H.P.) declare that I have changed my name from Vikram Singh to Joel Borayantu. All concerned please may note.

VIKRAM SINGH
s/o Sh. Narayan Dass,
V.P.O. Sungra,
Tehsil Nichar, Distt. Kinnaur (H.P.).

CHANGE OF NAME

I, Subhash s/o Sh. Pritho Ram, r/o Village & P.O. Bakani, Tehsil Chamba, Distt. Chamba (H.P.) declare that I have changed my minor daughter's name from Purvi to Mannat for all purposes in future. All concerned please note.

SUBHASH
s/o Sh. Pritho Ram,
r/o Village & P.O. Bakani,
Tehsil Chamba, Distt. Chamba (H.P.).

CORRECTION OF NAME

I, Bandna Kumari w/o Sh. Deepak Rana, r/o Village Saheli, P.O. Karsai, Tehsil Barsar, Distt. Hamirpur (H.P.) Pin-174 312 declare that in my Aadhar Card having No. 7725 7504 3611 my name wrongly entered as Vandna Kumari, whereas my correct name is Bandna Kumari. I shall be known as Bandna Kumari for all purposes in future. Please note.

BANDNA KUMARI
w/o Sh. Deepak Rana,
r/o Village Saheli, P.O. Karsai,
Tehsil Barsar, Distt. Hamirpur (H.P.).

CHANGE OF NAME

I, Kiran Rani w/o No. 924280012 Sh. Arjun Singh, Village Halder, P.O. Raja Kharsa, Tehsil Indora, Distt. Kangra (H.P.) declare that my name has been mistakenly recorded as Kiran Salaria and then Kiran Bala in my husband's CISF records. My correct name is Kiran Rani. Please note.

KIRAN RANI
w/o Sh. Arjun Singh,
Village Halder, P.O. Raja Kharsa,
Tehsil Indora, Distt. Kangra (H.P.).

CHANGE OF NAME

I, Byasa Devi w/o Sh. Sohan Lal, r/o Village Buthan, P.O. Loharli, Tehsil Barsar, Distt. Hamirpur (H.P.) declare that I have changed my name from Vayasa Devi to Byasa Devi for all purposes in future. Please note.

BYASA DEVI
w/o Sh. Sohan Lal,
r/o Village Buthan, P.O. Loharli,
Tehsil Barsar, Distt. Hamirpur (H.P.).

CHANGE OF NAME

I, Dimpla w/o Balwant Singh, Village Haleen, P.O. Jarol, Tehsil Thunag, Distt. Mandi (H.P.) declare that I want to change my minor daughter's name from Tiwekal to Twinkle in Aadhar Card No. 8827 1729 9665. All concerned please note.

DIMPLA
w/o Balwant Singh,
Village Haleen, P.O. Jarol,
Tehsil Thunag, Distt. Mandi (H.P.).

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, उप-तहसील उदयपुर,
जिला लाहौल-स्पीति (हि0प्र0)

संख्या : 27/NCNT/2025

तारीख मरजुआ : 15-09-2025

ओम प्रकाश पुत्र पामा तन्दूप, निवासी गांव यंगथंग, उप-तहसील उदयपुर, जिला लाहौल एवं स्पीति (हि0प्र0) प्रार्थी।

बनाम

आम जनता

प्रत्यार्थी।

प्रार्थना-पत्र बराए नाम दुरुस्ती बारे।

इस मुकद्दमें का संक्षिप्त सार यह है कि उपरोक्त ओम प्रकाश पुत्र पामा तन्दूप, निवासी गांव यंगथंग, उप-तहसील उदयपुर, जिला लाहौल एवं स्पीति (हि0प्र0) ने इस आशय के साथ इस अदालत में प्रार्थना-पत्र मय शपथ-पत्र व अन्य दस्तावेज प्रस्तुत किये हैं कि राजस्व अभिलेख के महाल यंगथंग में प्रार्थी का नाम प्रकाश दर्ज कागजात है, जोकि गलत है जबकि शपथ-पत्र व अन्य संलग्न दस्तावेजों के अनुसार प्रार्थी का नाम ओम प्रकाश है जो सही है। अब प्रार्थी महाल यंगथंग के राजस्व अभिलेख में अपना नाम दुरुस्त कर ओम प्रकाश करवाना चाहता है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त मुकद्दमा नाम दुरुस्ती बारे कोई उजर/एतराज हो तो वह इशतहार के प्रकाशन होने के एक महीने के भीतर अदालत हजा में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है अन्यथा यह समझा जायेगा कि किसी भी सम्बन्धित व्यक्ति को इस मुकद्दमा नाम दुरुस्ती बारे कोई उजर व एतराज न है तथा आवेदन पत्र को अन्तिम रूप दिया जायेगा व एकतरफा कार्यवाही अमल में लाई जायेगी।

आज दिनांक 26-09-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
उप-तहसील उदयपुर, जिला लाहौल-स्पीति (हि0प्र0)।